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Case No. 18 C 7686
Chicago, Illinois
December 8, 2021
10:00 a.m.

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1 (Proceedings heard in open court:)

2 THE COURT: All right. Let's call the case.

3 (Off the record.)

4 THE COURT: All right. Let's get that straightened
5 out.

6 We're off the record.

7 (Off the record.)

8 THE COURT: Let's call the case.

9 THE CLERK: This is Case No. 18 CV 7686, In Re
10 Lion Air 610 Crash.

11 For the record, could I please have the attorneys
12 state their names one at a time, please, in the same order
13 that we did off the record a moment ago.

14 MR. EDELSON: Jay Edelson of Edelson.

15 MR. WADE-SCOTT: J. Eli Wade-Scott of Edelson.

16 MR. TIEVSKY: Alexander Tievsky of Edelson.

17 MS. HAUSMANN: Amy Hausmann of Edelson.

18 MS. MATTHAI: Edith Matthai, Robie & Matthai, on
19 behalf of Mr. Lira.

20 MR. SABA: Ryan Saba of Rosen Saba on behalf of
21 Mr. Griffin.

22 MS. ROBIE: Lee Robie on behalf of Mr. Lira.

23 MR. WISNER: Floyd Wisner on behalf of plaintiffs.

24 THE COURT: All right. And Mr. Griffin and Mr. Lira
25 are present in court, correct?

1 MR. LIRA: Yes, Your Honor.

2 MR. GRIFFIN: Yes.

3 THE COURT: Very good. All right. I believe we have
4 a hookup where certain people were given the credentials to
5 allow for them to view the proceedings; is that correct,
6 Emily?

7 THE CLERK: Yes, it is.

8 THE COURT: Okay. And those were given in particular
9 to some of the plaintiffs in this case so that they could
10 watch this, should they choose to do so, from their homes or
11 from an office.

12 Okay. I received a timeline from the parties. It
13 was filed under seal because it contains settlement amounts.
14 Thank you for that. It obviously took a lot of work to
15 prepare, and I appreciate that.

16 I also received a list of witnesses -- or list of
17 exhibits. Are there hard copies of these exhibits available?

18 MR. TIEVSKY: For the exhibits for the Edelson firm,
19 we have hard copy binders for counsel, for the witness, and
20 for the Court.

21 THE COURT: Okay. All right.

22 MR. TIEVSKY: If we could place the binder by the
23 witness stand, I think it would be helpful in terms of the
24 examination.

25 THE COURT: That's fine. That's fine. But I would

1 like a copy myself.

2 MR. TIEVSKY: Of course.

3 THE COURT: What is the plan? I did allow the
4 Edelson firm to pursue the matter. I think those are the
5 words I used. Although I expect I'll have questions myself
6 and I'm going to allow, of course, counsel for Mr. Griffin and
7 Mr. Lira to liberally ask questions they deem appropriate.

8 Who do you have in mind to call as witnesses?

9 MR. TIEVSKY: We intend to call Mr. Griffin,
10 Mr. Lira, Mr. Scharg, and Mr. Balabanian.

11 THE COURT: All right. In that order?

12 MR. TIEVSKY: Yes, Your Honor.

13 THE COURT: Okay. Is Mr. Griffin prepared to go on
14 the stand?

15 MR. GRIFFIN: Yes.

16 MR. SABA: Your Honor, real quickly, could we go over
17 housekeeping issues?

18 THE COURT: Go ahead.

19 MR. SABA: Thank you, Your Honor.

20 THE COURT: And you can all sit. The most important
21 thing is you speak into the microphone, not that you stand.
22 There's no reason to stand because my court reporter picks up
23 things on the microphone better than she does if you say it in
24 court because she's hooked in and she has ear phones on. If
25 you're making objections or have other things you want to

1 address, if you're going to stand or move around, you need to
2 be either in front of the mic at the podium, in front of the
3 mic at the ELM0, or wear a portable mic. But I'm not
4 requiring you to stand for objections because it's not
5 necessary, and it's more helpful for her to actually have you
6 speaking into a mic.

7 So that's the first housekeeping matter, so that's
8 done.

9 Go ahead.

10 MR. SABA: I know you made a statement before, but I
11 would be appreciative if you made a statement again for
12 anybody that's viewing this live feed that it should not be
13 rebroadcast, republished or in any way used in any media or
14 for any other purposes other than watching the live stream.

15 THE COURT: That's correct. That's on the order, the
16 order that set up this hearing. There's criminal penalties
17 associated with taking a matter in federal court, recording
18 it. So if someone gets this live feed and is recording it in
19 any way, they're violating the law. They cannot do that.

20 So if anyone is on this call or has a live feed,
21 you've been warned. It was part of the docket entry that
22 allowed people to participate in a live feed, but it's
23 reinforced by what I just said.

24 MR. SABA: My second housekeeping matter, Your Honor,
25 is we do recognize that our prior due process objections have

1 been overruled. However, out of an abundance of caution and
2 so that there's no argument later that there might be a
3 waiver, we would like to state affirmatively that we are still
4 asserting those due process objections that were previously
5 set forth in the various pretrial filings with this Court.

6 THE COURT: That applies to both Mr. Griffin and
7 Mr. Lira. Your briefs filed earlier, the many briefs that
8 have been filed in this case, preserve objections you've
9 raised to both the proceeding and the manner in which the
10 proceeding has taken place.

11 As I've said before, I believe this is a factual
12 inquiry. What law applies, which is a matter of some contest
13 between the parties, is not necessary to resolve until I've
14 heard the facts. I don't think that any party is prejudiced
15 by a lack of definitive statement by me as to the standards by
16 which we're going to be applying the facts. I'll give you
17 that opportunity if necessary, and that's how we'll proceed.
18 But I don't view anybody being prejudiced. You may disagree,
19 but I don't believe anyone is being prejudiced by having this
20 proceeding proceed in the manner in which I'm going to allow
21 it.

22 Okay. Anything else then from attorneys for
23 Mr. Griffin?

24 MR. SABA: Yes, Your Honor. My last housekeeping
25 matter is that we request that any potential witnesses in this

1 hearing, other than Mr. Griffin and Mr. Lira, be removed from
2 the courtroom and be precluded from watching the live feed or
3 reading any transcripts until after they've testified.

4 THE COURT: All right.

5 Is the attorney for Mr. Lira joining in that,
6 Ms. Matthai?

7 MS. MATTHAI: Yes, Your Honor.

8 THE COURT: All right.

9 Any objection by attorneys for Edelson?

10 MR. TIEVSKY: Your Honor, we would like our company
11 representative, that is, Mr. Edelson, to be permitted to stay.
12 You know, Edelson PC is our client; Mr. Edelson is the CEO.

13 THE COURT: Any objection of that by that defendants?
14 By "defendants," I don't really mean defendants. The other
15 side by Mr. Lira and Mr. Griffin?

16 MR. SABA: Your Honor, I don't see Edelson as a
17 client in this case. They are *amicus curiae* counsel. They
18 have plenty of representatives in this courtroom. I count
19 approximately ten. I don't think it's necessary. Mr. Edelson
20 is a potential witness in this case, I think.

21 THE COURT: Are you going to be calling him as part
22 of your case?

23 MR. TIEVSKY: No, Your Honor.

24 THE COURT: Are you going to be calling him in your
25 case?

1 MR. SABA: It's our intention to, depending on how
2 the facts play out.

3 THE COURT: All right. What's the argument on why he
4 should remain if he's going to be hearing testimony that may
5 relate to conversations he was involved in?

6 MR. TIEVSKY: At the end of the day, I am an attorney
7 and I do represent a client internally at my firm. But I
8 answer to people, and those people I think do have a right to
9 see what proceedings are happening here in this courtroom.
10 Our general counsel, Mr. Balabanian, is also a witness. We
11 are calling him. We're not asking for him to be allowed to
12 stay, but we need a member of senior management to be here.

13 THE COURT: Yeah, just as I think your clients are --
14 Mr. Lira is going to be in the courtroom when Mr. Griffin
15 testifies. Mr. Griffin is going to be in the courtroom when
16 Mr. Lira testifies. I'll let Mr. Edelson stay.

17 The key parties, the key witnesses in this case
18 beyond -- in this proceeding, as far as I can tell, are
19 Mr. Griffin, Mr. Lira, and then the primary contact they had
20 at Edelson, which I think was Mr. Balabanian. Is that
21 correct? And Mr. Scharg. Those are the two primary. I saw
22 Mr. Edelson 's name pop up in some of the briefs and in some
23 of the parts of the timeline, but he is not, as I viewed it,
24 at least, the primary contact between the parties in
25 California. So I'll let him stay.

1 If at some point I think it's necessary to change my
2 ruling on that, I will, but I don't view him as a -- one of
3 the primary witnesses in this case. So I'll let him stay in
4 the sense that he is a representative of Edelson PC. They're
5 attorneys, but he's also a representative because you pointed
6 the fingers at the firm just as they pointed the fingers at
7 you.

8 All right. Anything else from attorneys for
9 Mr. Griffin?

10 MR. SABA: No, Your Honor. Thank you.

11 THE COURT: And for Mr. Lira?

12 MS. MATTHAI: Yes, a couple of things, Your Honor, on
13 the scope of this hearing.

14 THE COURT: Sure.

15 MS. MATTHAI: I believe that there's no contention
16 that the clients that we've referred to as the Girardi/Lira
17 clients and for which the money went through Mr. Koushan's
18 trust account and was promptly paid to the clients are not in
19 issue in this hearing. However, I was not able to get a
20 definitive answer from that, on that from the Edelson firm.
21 And so we have Mr. Koushan standing by for a potential video
22 appearance, and we have your court staff standing by for the
23 potential of having to make the arrangements to make that
24 happen.

25 And I would simply ask for clarification as to

1 whether there is any claim that any of -- that this proceeding
2 needs to go forward as to those clients who were promptly paid
3 after the Boeing monies were received.

4 THE COURT: All right. Any objection to having that
5 witness excused by the Edelson firm?

6 MR. TIEVSKY: We have no need to call that witness
7 or, you know, have to, but I will say that the -- the fact
8 that people whose money went to the Koushan firm were paid and
9 people whose money went to the Girardi firm were not paid will
10 be an issue in this hearing.

11 THE COURT: Well, that's just a fact which I don't
12 think anybody is disputing.

13 MR. TIEVSKY: Right.

14 THE COURT: And if that's the case, there's no need
15 to involve a witness just to confirm that the process worked
16 as it should have worked.

17 MR. TIEVSKY: There may be some questions about why
18 money was directed to Mr. Koushan as opposed to the Girardi
19 Keese firm.

20 THE COURT: You need Mr. Koushan to answer that?

21 MR. TIEVSKY: No, we don't need Mr. Koushan to answer
22 it, but I don't want Ms. Matthai to be surprised when that
23 issue comes up and say, well, now we want to ask Mr. Koushan
24 that question.

25 THE COURT: I'll deal with relevancy objections as

1 they come up on that, but it looks like Mr. Koushan can be
2 excused which I think was the point of your --

3 MS. MATTHAI: That was the point, Your Honor.

4 THE COURT: He can be excused.

5 MS. MATTHAI: Thank you, Your Honor.

6 And then, finally, we would also ask for
7 clarification as to whether the Rizki matter is part of this
8 proceeding. There were -- it was not a part of the order to
9 show cause. This Court -- we identified it at the first
10 hearing when this Court inquired as to whether there was
11 another case, and we advised that that case did exist. We had
12 not known what had happened with the funds. Mr. Girardi's
13 counsel answered that question.

14 But the Rizki case is, of course, different because
15 of the fact that it is not -- there were no minors in that
16 case. And so the only order that exists as to the Rizki case
17 as far as I understand is the order of this Court dismissing
18 the action which we recognize the Court stated has a
19 continuing jurisdiction component to it. However, there's no
20 directive in that order to my client or frankly to anyone else
21 other than the -- that the matter be dismissed and that it be
22 resolved and the funds be paid. It does obviously require
23 payment of the funds.

24 But we -- in the Boeing stipulation, all counsel had
25 agreed that that was not part of this case. And so we wish to

1 try to confirm that as we launch on this evidentiary hearing.

2 THE COURT: Well, I would like to know what happened
3 to Rizki, the Rizki funds. I think it's important for me to
4 find out. And I have some questions about it, and I would
5 love to have them answered. We could even do it -- if you're
6 going to give me brief opening statements, which I'll allow if
7 you want to, you don't have to, but I would like some
8 explanation of that at some point during these proceedings.

9 I am -- because I didn't approve that settlement
10 because it didn't involve minors, there's just the general
11 question of Boeing paying money. Presumably Boeing paid on
12 the Rizki claim.

13 MS. MATTHAI: There is no dispute that Boeing paid on
14 the Rizki claim. The Girardi firm has stated that
15 Mr. Rizki -- well, counsel for the Girardi firm has stated
16 that they think that Mr. Rizki has been paid -- had not been
17 paid. We do not have information that he was paid, but we
18 also don't -- I mean, at least my client doesn't have
19 information beyond that.

20 THE COURT: Was Edelson -- did you have a fee-sharing
21 arrangement with Girardi on Rizki?

22 MR. TIEVSKY: On Mr. Multi's, yes, we did.

23 THE COURT: All right. What name are we using for
24 that?

25 MR. TIEVSKY: So in Indonesia, most people do not

1 really have family names. So his full name is Multi Rizki.

2 So he's either a Mr. Multi Rizki or Mr. Multi.

3 THE COURT: Okay.

4 Mr. Wisner, you represent him, correct?

5 MR. WISNER: I do, Your Honor.

6 THE COURT: Come up to the mic, please.

7 MR. WISNER: Oh, I'm sorry.

8 THE COURT: You can come up to the podium.

9 MR. WISNER: Oh, okay.

10 I do represent him, Your Honor, and what's been said
11 about it not being a subject of Your Honor's order is true.
12 However, I think there's -- obviously issues are the same, and
13 there's going to be collateral estoppel that's going to apply.
14 So I join in the statement that we should get into that one,
15 too. He was not paid. He's owed over a million dollars.

16 THE COURT: Well, he was not paid at all or he was
17 not paid --

18 MR. WISNER: He was not paid at all. He's one that
19 was not paid at all.

20 THE COURT: Okay. And is that one where Boeing
21 funded it?

22 MR. WISNER: Yes.

23 THE COURT: The money went to the Girardi Keese firm
24 and it just never found its way to Mr. Multi Rizki?

25 MR. WISNER: Exactly.

1 THE COURT: All right. Well, since we're all here
2 and anybody who may have knowledge of that possibly will be on
3 the witness stand, I would like to know more about that, too,
4 because even though I didn't approve the order, I have -- it
5 was a case filed in front of me.

6 Was it actually dismissed, or did this --

7 MR. WISNER: Yes. Yes.

8 THE COURT: It got dismissed based on the
9 understanding, anyone would understand this, that the payments
10 went to the attorneys and presumably proper procedures were
11 followed where the money that Boeing sent to the firm would
12 have been then sent on to the client who was due the money.

13 I'm hearing from the attorney for Mr. Multi Rizki
14 that he didn't get the money, any of it, correct?

15 MR. WISNER: Any of it.

16 THE COURT: And rather than reconvene a separate
17 hearing, I'd rather we cover that in this hearing, too.

18 So that answers your question, Ms. Matthai.

19 MS. MATTHAI: Thank you, Your Honor.

20 THE COURT: Okay. Anything else by way of
21 preliminaries?

22 MS. MATTHAI: No, Your Honor.

23 THE COURT: Anything else from the Edelson firm?
24 I'll speak to it as the Edelson firm, but anything else from
25 the Edelson firm on preliminaries?

1 MR. TIEVSKY: There is one preliminary matter,
2 Your Honor.

3 THE COURT: Go ahead.

4 MR. TIEVSKY: So in our pretrial memorandum, we
5 identified two possible ways that Mr. Griffin and Mr. Lira
6 could be held accountable, contempt and inherent power
7 sanctions. I just wanted to make sure that it was clear on
8 the record that they were each on notice that both were
9 possible before this hearing started.

10 THE COURT: Everyone is on notice of what the other
11 person filed, the other side filed. You've got them. Whether
12 or not I adopt the positions by either side is not really
13 what's up today unless we have enough time to argue about the
14 effect of the facts that are elucidated, that are brought
15 forth in these proceedings, but I'm not going to get into the
16 legal arguments because those are things we can do on the
17 phone. I can't do that with witnesses on the stand, and I
18 would rather we used our time for that.

19 MR. TIEVSKY: Thank you, Your Honor.

20 THE COURT: Okay. Does either side want to make any
21 brief opening statements?

22 MR. EDELSON: Your Honor, we're happy to give a brief
23 opening. We're happy to waive it as well.

24 THE COURT: I've read every word everyone has filed
25 so I'm not asking for it unless you want to do it.

1 Edelson firm, do you want to make a brief opening
2 statement?

3 MR. EDELSON: If they're willing to waive, too, we're
4 happy to waive and just get into the testimony.

5 THE COURT: How about on the defense?

6 MS. MATTHAI: May I speak with my client?

7 THE COURT: Yes, ma'am.

8 (Counsel conferring.)

9 MS. MATTHAI: I think we would wish to make a brief
10 statement.

11 THE COURT: Okay. And how about on behalf of
12 Mr. Griffin? You can decide after Ms. Matthai makes her
13 statement.

14 MR. SABA: I guess it would depend. If plaintiff --
15 or if Edelson is going to make one, I'll make one. If they're
16 not --

17 THE COURT: You're on notice --

18 MR. SABA: I agree with Mr. Edelson if he waives.

19 THE COURT: Ms. Matthai is going to do one. Does
20 Edelson want to start?

21 MR. EDELSON: I'll be very brief.

22 Your Honor, just for housekeeping, where would you
23 like me to speak.

24 THE COURT: You can speak in front of the podium or
25 the ELMO if you're going to use an exhibit. Stay away from

1 mentioning anything about what you were going to say if you
2 were called as a witness.

3 MR. EDELSON: That's not -- thank you, Your Honor.

4 First, Your Honor, thank you for taking time to have
5 this two-day hearing. We understand that you're in the middle
6 of a very long and detailed trial so we appreciate that.

7 THE COURT: That trial is over.

8 MR. EDELSON: Is it over? Congratulations for that.

9 I want to focus on two things. We understand this is
10 mostly a fact-finding mission. So I'm not going to spend a
11 whole lot of time doing a traditional opening. I'm certainly
12 not going to make argument. I want to focus on two things.

13 One is we've heard from the -- I'm going to call them
14 the defendants, Mr. Lira and Mr. Griffin, that they're just
15 W-2 employees. That's been just the bell they've been
16 sounding over and over again as if they're just people in the
17 mail room and they were handing deliveries out and they didn't
18 know what was in it and they should have no culpability.
19 There's no question that if that were the case, if they were
20 just bystanders and they were just working at the firm, we
21 wouldn't be here.

22 What we're going to be able to demonstrate over the
23 next two days is that each of Mr. Griffin and Mr. Lira had a
24 series of choices that they had to make. And each time they
25 had a choice to make, they decided to protect their own

1 interests, the interests of Mr. Girardi, and just abandon
2 their clients.

3 The first thing that happened we all know is the case
4 is settled, the relevant cases, and I'm talking about both
5 Mr. Multi and then the minors. I'll just talk about them as
6 the relevant cases. The cases were settled by March of 2020.
7 By April of 2020, the money was delivered to the Girardi Keese
8 firm by Boeing as required.

9 So what happened right after that? We've got the
10 first choice, first choice that each of the defendants had to
11 make. They start getting e-mails from clients right away
12 saying "Where's our money?" They had a choice to make. They
13 could have said the money is in; they didn't. Instead, they
14 decided to conceal.

15 Mr. Lira did something even more, though. Mr. Lira
16 has the ability to write checks. You kind of heard a lot of
17 noise suggesting that's not true. He does. We got checks
18 with his signature on them. Even though he knew the money was
19 in, even though he knew that the clients had not received
20 them, were saying "we want our money," he started writing
21 checks, check after check, to other people and to former
22 clients. And we'll get into that a little bit later because
23 one of the big questions is where did the money go? And it is
24 important. It's not the central part of our presentation, but
25 it is relevant here.

1 Next thing that happens is there's a lot of
2 discussion in May about getting some money to the clients, and
3 a decision is made that only half of the money is -- that is
4 owed to the clients is going to be paid. That's a decision
5 made by the Girardi Keese firm.

6 Mr. Griffin was directly involved in that. He
7 actually has -- there's a written memo where he directs
8 specific amounts to be given to the clients but not the full
9 amounts. Even though he knows the full amounts are in, he
10 knows the full amounts are owed, these were the two principal
11 attorneys in the case, they knew what the settlements were,
12 they knew what the Court's order was, he directs that only
13 half the money is going to go out.

14 Well, what was Mr. Lira doing at this time? He was
15 very involved, too. He was seeing all of this take place,
16 this decision made that half the money was going to be sent.
17 And then the question that the Girardi Keese firm had to
18 answer is what do we say to the clients? How do we explain to
19 them that they're not getting the full amount of the money?

20 And Tom Girardi had a couple of thoughts about that
21 consistent with what David and Keith were telling our firm --
22 and by our firm, I'm talking about Mr. Scharg and
23 Mr. Balabanian. They came up with a number of excuses. One
24 is there are some tax problems and maybe we can't -- you know,
25 tax issues and we can't give money right away. And the other

1 was there were delays in Boeing actually distributing the
2 money. We both -- they knew that wasn't true.

3 Mr. Lira actually said in a written correspondence,
4 we can't go with this tax angle -- and I'm paraphrasing, this
5 is not an exact quote -- we can't go with this tax angle, the
6 clients are too smart. They're going to figure that out. And
7 he tries to pull back some of the letters which mention these
8 issues, and he's able to pull back some of them but not
9 others. Of course, he never says to the clients this is all
10 part of a fraud that's going on. Instead, he's just trying to
11 do damage control. And to make it clear that it was damage
12 control, Mr. Lira says personally, quote, "I wouldn't send any
13 of these letters. They are lies that can come back to haunt
14 Tom." After the letters go out, Mr. Lira reacts again and
15 says, "Tom is going to have to be ready for an onslaught of
16 inquiries. They all talk and other victims have received
17 their compensation."

18 You're going to also hear testimony that in addition
19 to them covering this up and stealing from the clients and
20 seeing that lies were being told, they also had a pattern of
21 lies to us. We thought this was going to be much more the
22 focus of this two-day hearing. It's not really as important
23 now that we see the direct concealment to the clients. But
24 you'll hear it's the same notes of there were delays because
25 of Boeing and there were tax issues and everything is going to

1 work out; and, of course, that never happened.

2 Now, the big question Your Honor asked when we were
3 in front of you the first time when we were seeking to hold
4 Mr. Girardi in contempt was what happened to the money. The
5 answer -- and this will not be -- if this were the focus of
6 this hearing, it would be -- it would be a three-month trial.
7 But we -- you are going to see notes of this, and it's really
8 important, which is the Girardi firm was running a Ponzi
9 scheme for many, many years. That's what was happening with
10 the money. You will see that when money came in, one of the
11 first things that Mr. Lira did was send money to a previous
12 client who hadn't been paid. You'll see that in their -- in
13 the correspondence between the firm and with other third
14 parties, there are references to other cases, oh, it looks
15 like Tom is playing the same -- pulling the same page from the
16 same play book as the previous case. Again, I'm paraphrasing.
17 I'm not quoting. And those other cases, it's the same thing
18 where it was Tom lying, delaying payments, and not paying
19 clients.

20 That's where a lot of the money went. Ponzi scheme
21 money comes in, let's pay previous clients, and let's hope
22 that money is going to come in another case and we'll pay
23 these clients. That's why they wanted to delay, delay, delay.
24 They were hoping I think that money would come in.

25 But it was also being used for other purposes, too.

1 It was being used for operating expenses. Mr. Griffin and
2 Mr. Lira are going to testify, I'm sure, that they were paid
3 handsomely during this time. So as they knew, the clients
4 weren't getting paid and the money that the firm had was
5 client money only. They were still accepting checks,
6 accepting payments from those stolen funds. And they were
7 doing that not for the first month, not for the second month,
8 not for the third month, but through the whole time until they
9 left the firm. They kept getting money.

10 We're also going to be able to demonstrate that the
11 money was being used for just the firm's largess, paying off
12 Lamborghini bills which we understand was for Tom's wife,
13 Erika Jayne, paying enormous credit card fees. Mr. Lira and
14 Mr. Griffin knew all of this. They made a decision, a series
15 of decisions that they wanted to keep their lifestyle. They
16 were complicit in so many things over the years, that in their
17 mind they had to keep quiet and just hope that it wasn't the
18 end of the Ponzi scheme, that they were struck squarely in the
19 middle of it. And unfortunately for them and unfortunately
20 for their clients, that wasn't true, the money ran out, and
21 that's why we're here today.

22 THE COURT: All right. Two questions. Mr. Girardi,
23 as I understand it, was -- we had this on the record because
24 his attorney was on the line -- would, if called as a witness
25 in this case, exercise his Fifth Amendment privilege.

1 Edelson firm agree with that?

2 MR. EDELSON: Correct.

3 THE COURT: Attorneys for Griffin and Lira agree with
4 that?

5 MS. MATTHAI: Yes, Your Honor.

6 MR. SABA: Yes, Your Honor.

7 THE COURT: All right. And Chris Kamon, who is
8 apparently the CFO or bookkeeper or some type of financial
9 person at Girardi Keese, I don't know if I had the attorney
10 for Mr. Kamon on the line to acknowledge that he would take
11 the Fifth Amendment -- exercise the Fifth Amendment privilege
12 if called as a witness. Is that your understanding he would?

13 MR. EDELSON: Correct, Your Honor.

14 THE COURT: Did you have communications with his
15 attorney?

16 MR. TIEVSKY: So I did speak to his attorney at
17 Skadden. I explained that Mr. Girardi had taken the Fifth and
18 that I knew Mr. Kamon had taken the Fifth in other
19 proceedings, but he did not specifically represent to me that
20 Mr. Kamon would take the Fifth in this proceeding.

21 THE COURT: Who is his attorney?

22 MR. TIEVSKY: It's Jack DiCanio at Skadden Arps.

23 THE COURT: Okay. Have you had an actual
24 representation from his attorney that he would exercise his
25 Fifth Amendment privilege in these proceedings if called?

1 MS. MATTHAI: The representation that was made to me
2 was that Mr. Kamon did not wish to come to these proceedings.
3 And he did not specifically tell me that he would take the
4 Fifth. He gave a very Skadden-esque answer to that question.

5 THE COURT: All right. I won't even ask to follow up
6 on that.

7 How about for Mr. Griffin?

8 MR. SABA: Your Honor, I have not communicated with
9 this lawyer, but I can tell you that he did take the Fifth
10 Amendment privilege in a deposition in which it occurred in
11 the bankruptcy court.

12 THE COURT: Okay. Here's what we're going to do.

13 Contact the attorney for Mr. Kamon, the attorney at
14 Skadden Arps. Let that person know that Mr. Kamon will be due
15 in this Court tomorrow morning at 10:00 absent a letter from
16 the attorney indicating that his client will exercise his
17 Fifth Amendment privilege if called as a witness. Otherwise,
18 he's here tomorrow morning. Okay? I expect we'll get a
19 letter, but that's the way we're going to do it because I want
20 it on the record. I don't want any lingering -- there was a
21 request by one of the attorneys saying that Mr. Griffin and
22 Mr. Kamon were unavailable. I want to make sure that
23 Mr. Kamon is truly unavailable -- I'm sorry -- Mr. Girardi and
24 Mr. Kamon are unavailable. Mr. Girardi is unavailable because
25 of his -- exercising his Fifth Amendment privilege. I want to

1 make sure that's true with Mr. Kamon before we let him go.

2 MR. TIEVSKY: I could send an e-mail to Mr. DiCanio
3 now.

4 THE COURT: Please do that. Let me know what
5 response you get. It's got to be a letter or an e-mail
6 officially from an attorney from Mr. Kamon saying if called as
7 a witness in this proceeding he would exercise his Fifth
8 Amendment privilege. Absent that, he's here tomorrow morning
9 at 10:00.

10 Okay. Thank you.

11 MR. EDELSON: Thank you, Your Honor.

12 THE COURT: All right. Ms. Matthai.

13 MS. MATTHAI: Thank you.

14 Good morning. We thank you for having this in-person
15 hearing and for holding this matter in abeyance until we could
16 come here personally despite the troubles that the entire
17 country has had for the last almost two years now.

18 This Court has defined a scope of this hearing that
19 it's a fact-finding exercise. However, I think it is
20 important to just touch on a couple of points, that it is a
21 contempt hearing. It is not a hearing on a violation of an
22 injunction. Two different sets of laws apply. And it's also
23 important as we go through the statements and the witnesses,
24 it's going to take a careful ear to hear what is said.

25 Repeatedly, Mr. Edelson used the words "they." This

1 is a hearing about Mr. Lira and Mr. Griffin. It is not a
2 hearing about the despicable acts that Mr. Girardi has done.
3 We know what he did. There isn't any question what he did.
4 But Mr. Lira is not Mr. Girardi. Mr. Griffin is not
5 Mr. Girardi. The question here before this Court is should
6 these two lawyers be held in contempt.

7 Now, in order to evaluate that matter, this Court has
8 to consider who Tom Girardi was, what Girardi & Keese was, and
9 how that firm operated. In a couple of hearings, this Court
10 has made what are extremely logical assumptions, such as these
11 gentlemen worked there so they must know where the files are.
12 You cannot imagine how untrue, logical but untrue, that
13 assumption is. The assumption that these men knew what was
14 going on in Girardi Keese at all points is untrue.

15 Tom Girardi was an amazing figure in the Los Angeles
16 legal community for 50 years. And it is an extraordinary
17 story because from sometime around the 1970s, Mr. Girardi
18 embarked upon a planned exercise of establishing influence,
19 establishing influences with the judges. He had schedules of
20 going to meet judges in order to be the buddy. He was
21 president of I think every single bar association that existed
22 in Los Angeles. I'm not sure that a bar event happened that
23 the man did not appear in. He constructed influence with a
24 state bar. One of the senior lawyers in his office, Howard
25 Miller, became president of the state bar and was president of

1 the state bar.

2 He curried influence with the press. So it's
3 remarkable how favorable his press was over the years. He got
4 publicity sometimes simply for what he was doing or a case
5 that he handled, although you'll hear that in later years it
6 was rare. His practice of law became simply going to
7 mediations and currying fame and influence.

8 He gave money to politicians, governors, law
9 enforcement, DA's races. Any single area of influence that
10 could have an impact on him, he curried favor in that
11 influence. And he was beyond narcissistic. He -- some
12 publicity he received. He had a radio show. He paid for
13 that. He had -- he would obtain the kinds -- he obtained many
14 awards that bar associations willingly gave to him, but he
15 also obtained awards that were the result of contributions or
16 donations or payment.

17 He was -- he was an amazing figure in the Los Angeles
18 legal community. Some people thought it was great. Some
19 people shook their head and said, really?

20 But Mr. Griffin and Mr. Lira worked in an office in
21 which this man, Tom Girardi, ruled the roost. It was his
22 firm. He did what he wanted to do, when he wanted to do it;
23 and if my client did something that Mr. Girardi did not
24 approve of, Mr. Girardi would say, "This is my firm and don't
25 you ever forget it." He would call Mike and say that; I heard

1 you did this. "It's my firm. Don't you forget it."

2 So the Court is well aware from our pleadings of the
3 two groups of cases that were settled with Lion Air. And when
4 the first group of cases were settled, Mr. Lira was, of
5 course, aware that they had settled. Those cases had come to
6 Mr. Girardi. They were primarily handled by Mr. Griffin, but
7 Mr. Lira obviously worked on them and had some contact with
8 those clients when Mr. Lira knew that the money had come in in
9 March, and in April, for the first time, he learned that the
10 payments had not yet been made.

11 At that point his concern level did not rise. He
12 wasn't pleased about this, but the office was closed. There
13 were few people around. Chris Kamon was not around. Staff
14 was not around. There was chaos in L.A. L.A. had been
15 shut -- the State of California had been shut down with a
16 stay-at-home order. L.A. had been shut down with a
17 stay-at-home order. And so the alarm bells at that point did
18 not go off.

19 But you will hear that around May 11th, May 12th --
20 well, first -- let me correct that. On May 6th, he got a
21 memorandum that had been written by Mr. Griffin. Now, it was
22 earlier described as Mr. Griffin directing that only half of
23 the money be paid. In fact, what the memorandum says is that
24 Tom Girardi has said that only half of the money would be
25 paid. It was Tom Girardi's direction, and Tom Girardi was, to

1 my client's understanding, the only person in that office that
2 could authorize a wire transfer of those funds. My client did
3 not understand that he was authorized to make a wire transfer,
4 and to the best of his recollection, and has never made a wire
5 transfer on that account. He is a second signatory on that
6 account, and you will see in evidence an account opening
7 statement that would suggest that he could be a sole
8 signature. But that was not his understanding. That account
9 statement is 12 years old, 11 or 12 years old; and he, to his
10 knowledge, never, ever signed a check on that particular trust
11 account where he was the only signatory. There was always, to
12 his understanding, supposed to be a second signature, although
13 you will also see the checks and see that there were often
14 checks that appeared only to be signed by Mr. Girardi with no
15 second signature, and there are also checks that were forged
16 with Mr. Lira's name and are not even clever forgeries.
17 There's some that are wobblers. We're not certain for sure
18 one way or the other, but there are others that are clear
19 forgeries.

20 But Mr. Lira will tell you that the way that that
21 office worked is that he would regularly have a check
22 presented to him. He did not write checks. Mr. Kamon wrote
23 checks or someone -- maybe Shirleen, who was an assistant to
24 Mr. Girardi, but Mr. Lira was not writing checks at Tom
25 Girardi's office. A check would be presented -- a trust

1 account check would be presented to him to sign on a settled
2 case, and he would be given an allocation form which reflected
3 who was to get the money, how much to the client, how much to
4 Girardi Keese for fees, and how much for expenses to be
5 reimbursed to the firm.

6 And then he would be given a check. He would -- or
7 checks, plural, and he would look at the numbers on those
8 checks, and he would compare it to the disbursement sheet and
9 he would sign the check.

10 In hindsight, he never looked at the -- at the books
11 and records. He never looked at the account. He never looked
12 at the statements. He never looked at the balance. What he
13 looked at was the disbursement and the fact that Mr. Kamon or
14 someone else from the office had given him the checks to sign.

15 And you will hear that that's what happened here,
16 too, that when the first monies came in, he had a disbursement
17 sheet. He knew that one of the funds had already arrived.
18 The other was arriving the next day. He had disbursement
19 sheets that reflected that Girardi Keese was to receive more
20 than \$500,000 in fees and costs on those two matters, and he
21 signed a check to Girardi Keese for \$500,000 having no idea
22 whatsoever that in the future Mr. Girardi would not wire the
23 money. Because what he had always understood had happened is
24 that if the fee check was paid, that the client was paid at
25 the same time which was his understanding. So when he signed

1 that check, he presumed that the money would be wired to the
2 client.

3 Again, on April 15th, he heard that it had not been
4 wired. The alarm bells were there but not so red hot because
5 of the COVID situation. But then in May, May 6th, he gets the
6 Kamon -- excuse me, he gets the memorandum done by Mr. Griffin
7 saying that Girardi has instructed that only half be paid.

8 As this Court has previously said, this is not an
9 installment plan. It was at that point that the alarm bells
10 did go off for Mr. Lira. And it was that point when his first
11 communications with Mr. Girardi occurred in which he told
12 Mr. Girardi, "You have got to pay this money. You have to pay
13 these clients and you have to pay them now." And the answer
14 that he got from Mr. Girardi was that they would be paid.

15 Thereafter, Mr. Lira became aware while he was still
16 at the firm -- now, this starts May 6th -- is aware they have
17 not been paid. He has discussions, which is a nice word, with
18 Mr. Girardi at that point. Some of those were shouting
19 matches. "This is not your money." "You have got to pay this
20 to the clients." "You are going to be disbarred." "You are
21 going to go to jail." "You are committing a theft." "You
22 have to pay these clients."

23 And what does Mr. Girardi say? He says that he will.

24 Why did Mr. Lira believe that he would? Because
25 Mr. Lira believed that Tom Girardi was not going to commit

1 professional suicide. Every -- the only thing in the world
2 that Tom Girardi cared about was Tom Girardi and his standing
3 in the legal community and who he was. Mr. Lira did not
4 believe that Mr. Girardi was going to destroy that by not
5 paying these clients. And he also believed that Mr. Girardi
6 had the means to do it. Obviously, at this point, it wasn't
7 going to be done as it should have been done, but Mr. Lira
8 believed that Mr. Girardi, as Mr. Girardi represented, had a
9 great deal of money, and you'll hear from Mr. Lira some of the
10 specifics about what Mr. Girardi represented about his
11 financial condition.

12 So on June the 13th, Mr. Lira has his final shouting
13 match with Mr. Girardi reiterating that he's destroying
14 himself. He will go to jail. He's committing a theft. He
15 will be disbarred. And Tom assures him it will be taken care
16 of.

17 Mr. Lira leaves the law firm. And at that point, the
18 clients remain represented by their counsel of record, the
19 Edelson firm and the Girardi firm. And in June, at about that
20 same time, Mr. Lira makes certain -- Mr. Griffin at the
21 Girardi firm obviously knew that all the money had not been
22 paid to the clients, and Mr. Lira made it clear to the Edelson
23 firm that all the money had not been paid to the clients, and
24 Mr. Lira trusted that Mr. Girardi would pay, that Mr. Griffin
25 would follow up, and that if necessary, the Edelson firm would

1 take whatever steps were necessary if the money was not paid.

2 And you will see the evidence that members of the
3 Edelson firm made the same decision that Mr. Lira made, that
4 in response to Mr. Girardi's promises that the money would be
5 paid, they held off taking any action, although they had
6 considered it, they had considered coming to court, but they
7 believed Mr. Girardi, and they presumed that it was
8 unfathomable that this money would not be paid until finally
9 months after Mr. Lira had left the firm, the lies played out.
10 He hadn't paid the money. And, in fact, the Edelson firm
11 filed the rule to show cause in connection with these contempt
12 proceedings.

13 Do we stand here and say that Mr. Lira's judgment was
14 perfect? No, we do not. But we do say that a lapse in
15 judgment is not contempt of court. Mr. Lira never intended to
16 violate any order of this Court and never intended to assist
17 Mr. Girardi in violating any order of this Court. Mr. Lira's
18 desire, as the desire of any decent human being, was that
19 these clients get paid the money that they were due.

20 Thank you.

21 THE COURT: Thank you.

22 Mr. Saba, do you wish to make a statement?

23 MR. SABA: I do, Your Honor. Thank you.

24 THE COURT: Go ahead.

25 MR. SABA: Thank you, Your Honor.

1 It should be stated at the outset that Mr. Griffin is
2 devastated and angered that Tom Girardi did not pay the
3 individual clients their settlement money. There's no doubt
4 about that at all.

5 During this evidentiary hearing, you will learn that
6 Mr. Griffin spent months and months, multiple times a week
7 trying to get Mr. Girardi to complete his promises and
8 obligations to the clients and comply with the court order.

9 Further, this Court will learn that Edelson's lawyers
10 were in direct communication with Mr. Girardi for many months
11 about this issue and had telephone communications with him as
12 early as June of 2020.

13 However, Mr. Girardi deceived Mr. Griffin.
14 Mr. Girardi deceived the Edelson lawyers. Mr. Girardi
15 deceived the clients. Mr. Girardi has already been held in
16 contempt of court, and rightfully so. However, even though
17 Mr. Girardi committed a horrible act of stealing client money,
18 that does not automatically mean that Mr. Griffin should be
19 held in contempt as well.

20 As already stated by Mr. Edelson and Ms. Matthai,
21 there's no dispute that the Court's four orders for these
22 clients were violated. They were violated because Tom Girardi
23 stole this money. There is no other reason.

24 It is also undisputed that there was no order from
25 Mr. Griffin to personally perform any act. There's no order

1 that required Mr. Griffin to personally pay the money.
2 Mr. Griffin did not personally receive any of the money from
3 the settlements. At no time did Mr. Griffin have the money in
4 his personal possession. The money was delivered to the
5 Girardi Keese client trust account at Torrey Pines Bank.

6 The question before this Court is whether
7 Mr. Griffin, who is not an equity owner of the law firm, can
8 be held in civil contempt for violation of a court order by
9 Tom Girardi.

10 What is undisputed in this hearing and most important
11 is that when the money was received by Girardi & Keese,
12 Mr. Griffin did not have any legal authority or capability to
13 issue a wire from the Girardi Keese trust account in order to
14 satisfy the court order.

15 Prior to this hearing, Mr. Griffin and Edelson
16 reached a stipulation. This stipulation is critical and
17 determinative of the issues. The stipulation reads at Docket
18 1203 --

19 THE COURT: I've got it, so -- go ahead.

20 MR. SABA: The key part of the stipulation,
21 Your Honor, is that Mr. Griffin had no legal authority to sign
22 any checks from the client trust account. He did not have the
23 legal authority to issue any wire transfers from the client
24 trust account. There will be no evidence to the contrary in
25 this hearing.

1 The evidence in this case is that Mr. Griffin did not
2 have access to the Girardi & Keese bank statements, nor did he
3 have access to mobile applications or websites.

4 It's further undisputed that Mr. Griffin did not
5 prevent Mr. Girardi or anyone at Girardi & Keese from making
6 the payments to the clients. In fact, the evidence is quite
7 the contrary. Mr. Griffin spent months trying to get
8 Mr. Girardi to pay the money as ordered by the Court.

9 It should be noted that in order to be held in
10 contempt, there must be clear and convincing evidence that the
11 accused contempter violated a court order. However, Edelson
12 will attempt to present evidence that they were somehow lied
13 to and, therefore, Mr. Griffin should be held in contempt.
14 The evidence will establish that this is not true and that
15 Mr. Griffin did not lie to the Edelson firm. But more
16 importantly, that's not the standard in which a person should
17 be held in contempt.

18 The evidence in this case will also show that after
19 Mr. Griffin expended exhaustive efforts to get Mr. Girardi to
20 pay this money and after numerous promises by Mr. Girardi were
21 not fulfilled, Mr. Griffin sought out legal advice on how to
22 handle the situation. He consulted an attorney associated
23 with the California State Bar. The attorney gave Mr. Griffin
24 advice. Mr. Griffin then attempted to follow this advice, but
25 it was unsuccessful.

1 So then Mr. Griffin went beyond the advice that he
2 was given and took it upon himself to contact the referring
3 attorney for the clients and recommend that the clients sue
4 Girardi & Keese for legal malpractice and other claims in
5 order to get their money. Mr. Griffin even provided the
6 attorney with a name and contact information for a lawyer who
7 was willing to sue the firm. This took place on Sunday,
8 November 29, 2020.

9 The next day, on Monday, November 30th, Mr. Griffin
10 participated in a telephone call with Jay Edelson and Rafey
11 Balabanian and advised them that Tom Girardi had failed to
12 fulfill another promise and that he had referred the clients
13 to a lawyer to sue Girardi & Keese. The Edelson attorneys
14 were mad.

15 It was just days later on December 2nd that Edelson
16 filed its verified motion for rule to show cause. It is that
17 motion that caused this Court to inquire and ultimately hold
18 Mr. Girardi in contempt of court, and it is that motion as to
19 why we're here today.

20 However, this Court will learn from the outset and
21 all the way through the time Mr. Griffin ultimately resigned
22 from Girardi & Keese in December of 2020 that he acted in a
23 diligent manner to communicate with Mr. Girardi about paying
24 the clients their money.

25 For example, upon receiving the money in March of

1 2020, Mr. Griffin immediately wrote memorandums to Mr. Girardi
2 and the firm's financial controller, Chris Kamon, that the
3 money was received, how the money was to be distributed, and
4 provided them with wire instructions. Mr. Griffin was crystal
5 clear and emphasized that the money needed to be wired to the
6 clients immediately.

7 To that end, when the first payment by Boeing was
8 received by Girardi & Keese from Ms. Anice's settlement, on
9 the same day, Mr. Griffin prepared a memorandum to Tom Girardi
10 identifying that that settlement needed to be paid and how
11 those monies should be wired and to whom. Mr. Griffin even
12 bolded the text identifying the amount of money that needed to
13 be wired to the clients. That happened on March 4, 2020.

14 You will also learn, contrary to what Mr. Edelson
15 said in his opening statement, that on April 3, 2020,
16 Mr. Griffin communicated directly with Ms. Anice and advised
17 her that her funds had been received by the law firm and the
18 money was in the firm's client trust account. That will be
19 Exhibit 165-02. Mr. Griffin was always candor with the
20 clients, never lied to the clients.

21 Mr. Griffin followed the same course of action when
22 the money was wired by Boeing for the second settlement, and
23 this was on March 11th, and that concerned the settlement for
24 Ms. Dian. Mr. Griffin prepared memorandums, bolded the text,
25 instructed Mr. Girardi and Mr. Kamon to immediately wire the

1 money.

2 On March 31st, Mr. Griffin prepared two additional
3 memorandums regarding the funds for Mr. Bias and Ms. Septiana.
4 Again, both memorandums included the total settlement amounts
5 and how the money was supposed to be distributed and included
6 bolded sections identifying that the money needed to be wired
7 and included the wire instructions.

8 All four memorandums were delivered to Mr. Girardi
9 and Mr. Kamon by e-mail and by physically handing them a paper
10 copy of the memos.

11 This Court will learn that Mr. Griffin communicated
12 with Mr. Girardi on multiple times each week attempting to get
13 Mr. Girardi to pay the money. Each time Mr. Girardi would say
14 that he'll pay the clients. And after numerous times asking
15 Mr. Girardi to pay the money, Mr. Girardi then began to get
16 angry at Mr. Griffin. At one point Mr. Griffin -- Mr. Girardi
17 was so angry at Mr. Griffin that he told him, "Last time I
18 checked, this is Girardi & Keese, not Girardi and Keith." And
19 another time he was so angry at Mr. Griffin, he said, "I told
20 you I was handling this and this is above your pay grade."

21 Despite these harsh words, Mr. Griffin continued to
22 tell Mr. Girardi to pay money to the clients and continued to
23 issue numerous memorandums instructing him of the Court's
24 orders and that he needed to pay the money.

25 Around May 6th of 2020, Mr. Girardi finally advised

1 Mr. Griffin that he was going to pay the client half of the
2 money and the other half would be paid in two weeks. When
3 pressed by Mr. Griffin why Mr. Girardi was only going to pay
4 half the money, Mr. Girardi again lashed out at Mr. Griffin
5 and told him the issue was above his pay grade.

6 The clients did get paid half their money on
7 May 11th. Let me be clear. There's no excuse for this.
8 There's absolutely zero excuse to pay clients half their
9 money. However, this issue was outside Mr. Griffin's control.
10 While Mr. Griffin was upset about this, he did believe
11 Mr. Girardi when he told him the rest of the money was going
12 to be paid in two weeks.

13 This Court will learn that a few days later,
14 Mr. Girardi, through his secretary, prepared letters to the
15 clients that are absolute lies. The secretary delivered
16 drafts of these letters to Mr. Griffin and Mr. Lira. The
17 secretary was told by Mr. Lira not to send the letters because
18 they contained lies. The secretary then told Mr. Lira that
19 she did not send the letters, but then she sent at least two
20 of the letters anyway. We can only presume that she did so at
21 the instruction of Tom Girardi. At no time, though, will
22 there be any evidence in this hearing that Mr. Griffin agreed
23 with the contents of the letters or even approved them.

24 Later in mid-2020, the settlement agreements and
25 motions for settlement approval for the other subset of cases

1 that are not part of this hearing began to be executed and
2 filed. Edelson will try and claim that in 2020 Mr. Griffin
3 misled them by claiming he did not know whether the settlement
4 money was received by Girardi & Keese. However, Edelson will
5 be intentionally conflating the settlement money of the first
6 four clients with the settlements of the second set of
7 plaintiffs. These settlements were handled by Mr. Lira, and
8 there's no doubt Edelson knew the money had been received by
9 the Girardi & Keese firm for the first four clients.

10 In June, the Edelson firm absolutely knew that half
11 of the money had been paid to the four clients that are at
12 issue here. Edelson even wrote a letter on July 11th
13 acknowledging this information.

14 During this time period, Mr. Griffin continued to
15 send memorandums to Tom Girardi which the Court will see. He
16 orally communicated with him telling him he needed to pay the
17 money.

18 Finally, on July 20th, Edelson began to speak with
19 Tom Girardi directly. Rafey Balabanian spoke with Tom Girardi
20 on the phone, a conversation that Mr. Griffin assisted in
21 getting set up. However, Mr. Griffin was not invited nor was
22 he included on the call. It was during this call that
23 Mr. Girardi told Mr. Balabanian that the money not been paid
24 but he had planned to pay the clients within a couple of days.
25 Mr. Balabanian believed him.

1 When Mr. Girardi did not pay, Mr. Griffin continued
2 to tell Mr. Girardi that he needed to pay and gave him
3 additional written memorandums. Mr. Balabanian and
4 Mr. Girardi spoke again approximately a week later on
5 July 27th. Mr. Girardi promised Mr. Balabanian that he would
6 pay the clients the money by next Monday. That also turned
7 out not to be true.

8 Mr. Griffin continued to give Mr. Girardi notes and
9 told him to call Mr. Balabanian. Mr. Griffin even gave
10 Mr. Balabanian the cell phone number for Mr. Girardi.
11 Mr. Girardi and Mr. Balabanian spoke again on the telephone on
12 August 24th. This time Mr. Girardi lashed at Mr. Balabanian
13 in a similar way that he lashed out at Mr. Griffin.

14 On September 3rd, Mr. Girardi made another payment of
15 about half of what was owed to the clients. Mr. Griffin told
16 Mr. Balabanian this information.

17 The same day Mr. Balabanian was concerned about his
18 firm's fees by writing "What about our fees?" Mr. Griffin
19 continued to speak to Mr. Girardi but to no avail.

20 On September 3rd, Mr. Balabanian had another
21 conversation with Mr. Girardi. This time Mr. Balabanian
22 described the conversation as nice. And then Mr. Girardi sent
23 him a funny letter after the conversation. Again, Mr. Girardi
24 made promises to Mr. Balabanian that he was going to pay the
25 money. Throughout the month of October, Mr. Griffin continued

1 to try to get Mr. Girardi to pay the money and fulfill his
2 promises, but Mr. Girardi failed to do so.

3 On November 17th, Mr. Griffin advised Mr. Balabanian
4 that the clients wanted to speak to Mr. Girardi about not
5 getting paid. Mr. Girardi did have a meeting with a client
6 representative on November 20th. During this meeting,
7 Mr. Girardi promised to pay the money he owed to the clients
8 by November 30th. It was by November 29th that Mr. Griffin
9 ultimately learned that Mr. Girardi was again not going to
10 meet another deadline, and that's when he contacted the
11 referring attorney for the clients and told them to sue
12 Girardi & Keese. And it was the next day that Mr. Griffin
13 advised Jay Edelson and Rafey Balabanian that he had referred
14 the clients to a legal malpractice lawyer.

15 THE COURT: Who was the client representative?

16 MR. SABA: His name was George Hatcher.

17 THE COURT: Is he an attorney?

18 MR. SABA: I'm sorry. The client representative is
19 different than the attorney. The attorney's name is Mohamed,
20 and I can't pronounce his last name.

21 THE COURT: Is he an Indonesian attorney? Is he an
22 Indonesian attorney?

23 MR. SABA: No, he's an American attorney.

24 THE COURT: Mohamed? All right. And who is
25 George Hatcher?

1 MR. SABA: George Hatcher is not the attorney. He is
2 what we would call the client handler. He was the individual
3 that when the clients had questions from Indonesia would
4 actually do the communications with Girardi & Keese. Attorney
5 Mohamed only referred the clients to Girardi & Keese.

6 THE COURT: Okay. All right. Proceed.

7 MR. SABA: Thank you.

8 The reality is is that Edelson was aware of the
9 nonpayment of funds by June of 2020. They did not report this
10 issue to this Court in June, July, August, September, October,
11 or November because they, too, just like Mr. Griffin, believed
12 Tom Girardi would pay the money.

13 However, none of this information was included in
14 Edelson's motion for rule to show cause that was ultimately
15 filed on December 2nd. And there are numerous factual
16 inaccuracies and flat-out misleading portions of the motion
17 and supplicate filings that will be explored during this
18 hearing.

19 As another example, Edelson claimed that Mr. Griffin
20 advised that they could not communicate with Boeing. That is
21 a complete farce. Mr. Scharg was in regular contact with
22 Boeing about motions for court approval and other issues
23 related to the settlement. Nobody prevented Edelson from
24 communicating with Boeing, and they could have easily
25 communicated about this issue. But they didn't because

1 Mr. Girardi deceived everybody.

2 The reality is Mr. Griffin and the Edelson lawyers
3 were trying to get Mr. Girardi to pay the money, and I truly
4 believe all of them in their hearts thought Tom Girardi was
5 going to pay the money. I don't think anybody believed
6 Mr. Girardi was not going to pay the money. However, at the
7 end of the day, it was Mr. Girardi, and Mr. Girardi alone, was
8 the reason why the clients did not get paid.

9 Mr. Griffin's inability to pay the clients will be
10 fully displayed throughout this hearing; and, at the end of
11 the hearing, we will ask you not to hold Mr. Griffin in
12 contempt of court for the legal reasons expressed to you but
13 also because of the factual circumstances that we presented to
14 you.

15 Thank you.

16 THE COURT: Thank you.

17 All right. A couple of questions for all the
18 attorneys. I received a stipulation relating to Boeing which
19 has, it looks like, nine different claims where they talk
20 about their transmission of the money to various accounts.

21 Which are the ones at issue in this case? Because
22 the names -- you know, because there's single names used. Do
23 you all have that stipulation? Can you tell me which ones are
24 at issue? I see the first one is Damayanti, which I think is
25 Septiana Damayanti.

1 MR. TIEVSKY: That's correct, Your Honor.

2 THE COURT: Is that at issue? Is that one of the
3 four that we're talking about?

4 MR. TIEVSKY: Yes, Your Honor.

5 MR. SABA: Yes.

6 THE COURT: How about Misyadi, M-i-s-y-a-d-i?

7 MR. TIEVSKY: That's Mr. Bias.

8 THE COURT: That's Bias.

9 MR. TIEVSKY: Yes, and Mr. Bias's money is at issue
10 here.

11 THE COURT: All right. Anice Kasim, K-a-s-i-m, I
12 believe that's at issue, correct?

13 MR. TIEVSKY: Correct, Your Honor.

14 THE COURT: And then there's one called -- the case
15 is titled Zaenudin, Z-a-e-n-u-d-i-n, versus Boeing. Is that
16 at issue?

17 MR. TIEVSKY: Yes, that case is at issue. That's
18 Ms. Dian's case.

19 THE COURT: What's the first name?

20 MR. TIEVSKY: Dian. Her name is Dian Daniaty.

21 THE COURT: D-i-o-n?

22 MR. TIEVSKY: D-i-a-n.

23 THE COURT: D-i-a-n. Okay. Then there's Andrian.
24 Is that at issue?

25 MR. TIEVSKY: Andrian is one of the cases that was

1 paid.

2 THE COURT: That's paid and no one is contesting
3 otherwise, correct?

4 MR. TIEVSKY: Correct.

5 THE COURT: Fully paid?

6 MR. TIEVSKY: Correct.

7 THE COURT: Okay. And Lestari?

8 MR. TIEVSKY: Fully paid.

9 THE COURT: Saroinsong?

10 MR. TIEVSKY: Fully paid to the best of our
11 knowledge.

12 THE COURT: Okay. Anggraeni?

13 MR. TIEVSKY: We believe that was fully paid.

14 THE COURT: Wartti?

15 MR. TIEVSKY: And that's Mr. Multi Rizki's, and we
16 believe he has not been paid at all.

17 THE COURT: Got it. Okay.

18 Call your first witness.

19 Go ahead, Ms. Matthai.

20 MS. MATTHAI: Sure. We -- Exhibit 102, and I have a
21 hard copy here, is we tried to agree on naming conventions to
22 try to make this easy, and if the Court would like, I can --

23 THE COURT: Sure. Just hand it to my courtroom
24 deputy.

25 MS. MATTHAI: Also for the court reporter.

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1 THE COURT: All right.

2 MR. TIEVSKY: Your Honor, if we could ask to have the
3 exhibit system turned on so we could set up here and if I
4 could also deliver binders to the witness stand and to the
5 Court and counsel?

6 THE COURT: Yes.

7 MR. TIEVSKY: Thank you.

8 As well I think we're going to run exhibits off this
9 computer, but I can't set it up until -- right now I'm seeing
10 the courtroom.

11 THE CLERK: Sure.

12 THE COURT: All right. Call your first witness.

13 MR. WADE-SCOTT: Edelson PC calls Mr. Griffin to the
14 stand.

15 THE COURT: All right.

16 Mr. Griffin, please raise your right hand.

17 (Witness sworn.)

18 THE COURT: You may begin.

19 KEITH GRIFFIN, WITNESS, DULY SWORN,

20 DIRECT EXAMINATION

21 BY MR. WADE-SCOTT:

22 Q. Good morning, Mr. Griffin.

23 A. Good morning.

24 Q. You formerly worked at Girardi Keese, correct?

25 A. Yes.

1 Q. Since December of 1999?

2 A. Actually before that as a law clerk, but I started working
3 as a lawyer in December of 1999.

4 Q. And you say you left Girardi Keese on December 4, 2020?

5 A. Yes, sir.

6 Q. What was your title at Girardi Keese?

7 A. I was a lawyer, trial lawyer.

8 Q. Did you have any other titles?

9 A. No, I did not.

10 Q. In the course of working at Girardi Keese, you represented
11 clients in connection with the Lion Air plane crash, right?

12 A. Yes.

13 Q. Can you see Exhibit 102 on your screen? It's also there
14 in the binder.

15 A. I do see it.

16 Q. In the middle column, there's a column that says
17 plaintiffs.

18 Do you see that?

19 A. Yes.

20 Q. The first person there, the name is Anice Kasim. Did you
21 represent Ms. Kasim -- Ms. Anice, pardon me -- in connection
22 with the Lion Air crash?

23 A. Yes, she was a client of the law firm.

24 Q. Did you personally represent Ms. Anice?

25 A. Well, I certainly performed legal services for Girardi

1 Keese on behalf of Ms. Kasim, yes.

2 Q. Did you have an appearance on file in Ms. Anice's case
3 against Boeing?

4 A. I'm not clear as to whether I had an appearance on file in
5 federal court. I don't believe I did, but I'm not 100 percent
6 sure.

7 Q. Ms. Anice's case was initially filed in state court; is
8 that right?

9 A. That's my understanding, yes.

10 Q. Did you file an appearance in state court?

11 A. You know, I would not have done that personally, but I
12 believe that your firm filed *pro hac vice* applications and
13 motions on my behalf.

14 Q. I'm going to show you what's been marked as Exhibit 125.
15 Do you see that?

16 A. Yes, I do.

17 Q. What is Exhibit 125, if you recognize it? There's a full
18 version in the binder in front of you.

19 A. It appears to be the verified statement out-of-state
20 attorney pursuant to Supreme Court Rule 707.

21 Q. Do you recognize this as a filing that you signed with an
22 electronic signature?

23 A. It has my signature. I'm sure I would have approved it.
24 I don't have a recollection of doing so, but I don't have any
25 reason to believe I didn't.

1 MR. WADE-SCOTT: Edelson offers Exhibit 125 into
2 evidence.

3 THE COURT: It's admitted.

4 (Said exhibit admitted into evidence.)

5 THE COURT: I'm going to admit all exhibits that are
6 offered by either side without hearing objection. If you have
7 an objection, state it; but otherwise, I'm going to assume
8 they're all admissible. I don't think there's any real
9 foundation issues on most of these. If there are, speak up
10 and raise your objection; but to save time, I'm just going to
11 admit them all when offered through a witness or through -- or
12 otherwise.

13 Go ahead.

14 MR. WADE-SCOTT: Thank you, Your Honor.

15 BY MR. WADE-SCOTT:

16 Q. Do you see paragraph 7 on page 125-2?

17 A. Yes.

18 Q. It says, "I have undertaken to become" -- I'm sorry -- "I
19 have undertaken to become familiar with and to comply as if
20 admitted to practice in Illinois with the Rules of the Supreme
21 Court of Illinois, including the Illinois Rules of
22 Professional Conduct and the Supreme Court rules on admission
23 and discipline of attorneys and other Illinois law and
24 practices that pertain to the proceeding."

25 Did I read that right?

1 A. It appears you did.

2 Q. Did you write that text on Exhibit 125?

3 A. I did not write that text.

4 Q. Did you verify that it was accurate and complete?

5 A. Well, I verified the page.

6 Q. At the bottom of Exhibit 125-2, it says, "I verify the
7 accuracy and completeness of each of the above statements."

8 Did I read that right?

9 A. You did.

10 Q. Do you understand that to be what you were doing when you
11 signed at the bottom of 125-2?

12 A. Yes.

13 Q. Turning back to Exhibit 102 for a moment. Below Ms. Anice
14 Kasim, there's another person listed, Septiana Damayanti. Is
15 that another person you represented in connection with the
16 Lion Air crash?

17 A. Yes, she was a client of the firm.

18 Q. Did you similarly file an appearance in the case filed by
19 Ms. Septiana against Boeing?

20 A. I don't have a specific recollection, but I imagine I
21 probably filed something similar to the one for Ms. Kasim in
22 the state court.

23 Q. Do you recall performing legal services for Ms. Septiana
24 in the case against Boeing?

25 A. Oh, certainly. Yes.

1 Q. Below Ms. Septiana, there's a person named Ms. Dian
2 Daniaty Binti Udin Zaenudin. Did you represent Ms. Dian in
3 connection with the Lion Air crash?

4 A. Yes, she was a client of the firm.

5 Q. You provided her with legal services?

6 A. Yes, similar to Ms. Kasim and Damayanti.

7 Q. And Bias Ramadhan A.S. Bin Misyadi, is that a person that
8 you represented in connection with the Lion Air crash?

9 A. Yes, again, another client of Girardi Keese, and yes, I
10 did perform legal services.

11 Q. Thank you. In the cases that were filed on behalf of
12 Ms. Anice, Ms. Septiana, Ms. Dian, and Mr. Bias, there were
13 also minor plaintiffs involved, right?

14 A. Yes, I believe so.

15 Q. I didn't mean to cut you off. What did you say?

16 A. I said yes, I believe so.

17 Q. Sitting here today, do you have any reason to think there
18 were not minor plaintiffs involved in these cases?

19 A. No.

20 Q. The other individuals listed in the plaintiff's column
21 below Mr. Bias, do you also recognize those names?

22 A. I do.

23 Q. Were they also clients of Girardi Keese?

24 A. Yes.

25 Q. Did you provide each of them with legal services in

1 connection with the Lion Air crash?

2 A. Well, I mean, I probably worked on each one of those cases
3 in some way or another. So I would say so.

4 Q. The last line of Exhibit 102, the last row, I guess it's a
5 table, right? You agree with me it's a table?

6 A. This is a table.

7 Q. That includes a name Multi Rizki. Do you recall
8 representing Mr. Multi?

9 A. Yes, he was a client of the law firm.

10 Q. And you provided him with legal services in connection
11 with this case?

12 A. I worked on his case, yes.

13 Q. Edelson PC served as co-counsel for the plaintiffs listed
14 here in column 2?

15 A. Yes, sir.

16 Q. And each of these individuals had a case filed against
17 Boeing, right?

18 A. That's my understanding. They all at one point in time
19 had a case filed against Boeing.

20 Q. The first four people on this list, Ms. Anice,
21 Ms. Septiana, Ms. Dian, and Mr. Bias, settled their cases
22 against Boeing, right?

23 A. Yes, they did.

24 Q. But they have not received the full amount of their
25 settlement funds, have they?

1 A. Well, as of the time that I left the firm, that's correct,
2 they had not received the full amount.

3 Q. Do you have any reason to think sitting here today that
4 they've gotten their money?

5 A. I have no idea what, if anything, they've received since I
6 left.

7 THE COURT: Can we agree they did not get their
8 money? Plaintiffs, Edelson agrees?

9 MR. WADE-SCOTT: Edelson certainly agrees.

10 THE COURT: Does counsel for Mr. Griffin agree?

11 MR. SABA: Yes.

12 THE COURT: And for Mr. Lira?

13 MS. MATTHAI: Yes.

14 THE COURT: Okay. All right. Move on.

15 MR. WADE-SCOTT: Thank you, Your Honor.

16 BY MR. WADE-SCOTT:

17 Q. Those four plaintiffs, who we established also had minor
18 plaintiffs in their cases, I'm going to refer to them as the
19 families occasionally. Do you understand what I mean when I
20 say that?

21 A. Yes.

22 Q. These families collectively are owed \$2,000,000, right?

23 A. I believe that's correct.

24 Q. I want to briefly discuss the process for reaching
25 settlements for these cases.

1 Boeing agreed to a settlement amount that included
2 multiple families, right?

3 A. Yes.

4 Q. And that included Ms. Anice, Ms. Dian, Ms. Septiana, and
5 Mr. Bias?

6 A. Correct.

7 Q. After Boeing agreed to a settlement amount for multiple
8 families, the amounts were allocated by a retired judge?

9 A. That's right.

10 Q. And then individual releases were created for each family?

11 A. Correct.

12 Q. Were the releases translated into Indonesian?

13 A. Yes.

14 Q. Who did that?

15 A. I believe that the lawyers for Boeing did that.

16 Q. For those families that had minor plaintiffs involved,
17 court approval was required for settlement of those cases,
18 right?

19 A. That's correct.

20 Q. So once the individual release was executed, then court
21 approval was the next step for the minor plaintiffs' cases?

22 A. That's correct.

23 Q. That was done for Ms. Anice's case, right?

24 A. Yes, it was done for each of those four cases.

25 Q. I'm going to refer to them as the four plaintiff families.

1 So for each of the four plaintiff families, court approval was
2 sought and obtained?

3 A. Yes, sir.

4 Q. I'm going to show you what's been marked as Exhibit 103.

5 Exhibit 103 is an e-mail that you received from Ari
6 Scharg; is that right?

7 A. Yes.

8 MR. SABA: Hang on. Objection. There's multiple
9 e-mails. If we could be more specific about which e-mail
10 we're referring to.

11 THE COURT: Well, I think it's -- I think to the
12 extent he's listed as a recipient, so be it; and it looks like
13 the first two I can see on the page, he's a recipient.

14 MR. WADE-SCOTT: I'll clarify.

15 THE COURT: All right. Go ahead.

16 BY MR. WADE-SCOTT:

17 Q. Exhibit 103 is e-mails you received in exchange with
18 Mr. Scharg?

19 A. Yes.

20 Q. Attached to the e-mail at the top of this thread was
21 several court orders, right?

22 A. Yes, sir.

23 MR. WADE-SCOTT: Edelson offers Exhibit 103 into
24 evidence.

25 THE COURT: Just assume it's in evidence as you

1 present it with the witness, and I'll hear objections if
2 anything you're using is objectionable by either side.

3 MR. WADE-SCOTT: Understood.

4 THE COURT: Go ahead.

5 BY MR. WADE-SCOTT:

6 Q. Turning to page 103-4. There's an order across these two
7 pages, right?

8 A. Yes.

9 Q. Do you recognize this as an order that was entered in
10 Ms. Septiana's case?

11 A. It appears to be, yes.

12 Q. Paragraph 5 of the order says "The settlement funds shall
13 be distributed to Plaintiff Septiana Damayanti individually
14 and as legal guardian of the minor plaintiffs in accordance
15 with the process identified in plaintiffs' counsel's sealed
16 affidavit."

17 Did I read that right?

18 A. Yes.

19 Q. Do you understand that to be the content of the court
20 order in Ms. Septiana's case?

21 A. Yes.

22 Q. Do you understand the language of each of the orders for
23 the four plaintiff families' cases to be exactly the same say
24 for the plaintiff's name?

25 A. Yes, I believe that's true.

1 Q. The declaration that was submitted by counsel to each of
2 these families to which this court order refers, have you seen
3 that declaration?

4 A. I believe -- I believe I have, but I'm not sure. I
5 believe you're referring to Mr. Scharg's declaration, and I
6 believe I've seen it at some point.

7 Q. Do you believe you saw the declarations around the time
8 these orders were entered?

9 A. I believe so.

10 Q. Do you have any reason to think that you did not see these
11 declarations?

12 A. Not as I sit here.

13 MR. WADE-SCOTT: Ms. Wall, is the exhibit display
14 showing to the Zoom or the Webex display?

15 THE CLERK: No, it's not, just the inside of the
16 courtroom.

17 MR. WADE-SCOTT: Okay. I'm going to need to show an
18 exhibit that contains confidential information and that's
19 going to happen several times today. My request at this point
20 I think is to pull down the public display so that I can show
21 those documents in unredacted form and we'll provide a
22 redacted form immediately after the hearing to be -- we can
23 publicly file them if they're redacted.

24 THE COURT: That's fine. The settlement amounts in
25 this case are confidential. They remain confidential. They

1 will not be published during this trial. The parties, of
2 course, all know what the settlement amounts are, but it's not
3 known to the public nor should it be known. There's pending
4 cases still in this case and the amounts are confidential and
5 will remain so.

6 Okay. Go ahead. We'll take down the -- anything on
7 the screen which would be observable by members of the --
8 anyone in this courtroom watching it and anyone in the
9 overflow courtroom watching it. So can you do that, Emily?

10 THE CLERK: I can have it just at the witness
11 monitor.

12 THE COURT: Just the witness monitor and the attorney
13 monitors. Are they observable from the large screen up there?

14 THE CLERK: NO.

15 THE COURT: They are not. Okay. Then we can proceed
16 with it being on the witness monitor and the -- and the
17 attorneys' monitors. No one can see it now. Everyone who can
18 see it now is permitted to see it because they were attorneys
19 in the case.

20 Go ahead.

21 MR. WADE-SCOTT: Thank you, Your Honor.

22 BY MR. WADE-SCOTT:

23 Q. I'm showing you what's been marked Exhibit 204.

24 Exhibit 204 is the declaration that Mr. Scharg submitted in
25 connection with Ms. Anice's case, right?

1 A. That's what it says.

2 Q. Do you recall seeing this declaration at or around the
3 time the court order was entered?

4 A. I believe I did. I'm not 100 percent sure if I did,
5 but...

6 Q. You saw the court orders at least, right?

7 A. I did. At one point Mr. Scharg sent me all four court
8 orders.

9 Q. That was Exhibit 103, as Mr. Scharg attached the four
10 court orders, right?

11 A. Correct.

12 Q. And each of the orders refers to an affidavit submitted by
13 plaintiffs' counsel?

14 A. I'm sorry?

15 Q. Each of the court orders -- you were looking at an example
16 a minute ago -- refers to an affidavit submitted by
17 plaintiffs' counsel, right?

18 A. Correct.

19 Q. That sets forth the process for distributing the
20 settlement proceeds?

21 A. Yes.

22 Q. Exhibit 204 is one such declaration. I'm being a little
23 bit careful about declaration, affidavit, but this is the
24 declaration you understand the court order refers to?

25 A. Yes.

1 Q. Paragraph 11 of this declaration says, "The settlement
2 funds for the minor plaintiffs in this case shall be initially
3 paid to a trust account established by Girardi Keese for the
4 benefit of the plaintiffs, including the minors."

5 Did I read that correctly?

6 A. Yes.

7 Q. Do you understand that that language appeared in each
8 declaration for the four plaintiff families' cases?

9 A. Yes.

10 Q. It continues, "Pursuant to instructions provided to
11 counsel by Plaintiff Kasim in her role as legal guardian for
12 the minor plaintiffs, the plaintiffs' net proceeds identified
13 above shall be sent as soon as practicable via wire transfer"
14 to a bank as the sentence ends that way, right?

15 A. Yes.

16 Q. You understand that each declaration submitted by
17 Mr. Scharg included substantially the same language?

18 A. Yes.

19 THE COURT: Well, the key question is you were aware
20 of it when the money was sent by Boeing. There was commitment
21 to put the money in a trust account and then send it off to
22 the clients as soon as practicable, correct?

23 THE WITNESS: Yes, Your Honor.

24 THE COURT: And you're not contesting that?

25 THE WITNESS: No.

1 THE COURT: All right.

2 Move on.

3 BY MR. WADE-SCOTT:

4 Q. Turning back for just a moment to Exhibit 103. Mr. Lira
5 is copied on this e-mail that includes the court orders,
6 right?

7 A. Yes, sir.

8 Q. After the court orders were entered for the four plaintiff
9 families, Perkins Coie began wiring the settlement funds into
10 Girardi Keese's client trust account, right?

11 A. That's correct.

12 Q. Ms. Anice's money was wired into the account on March 4,
13 2020; is that right?

14 A. I'm not -- I'm not sure of the order of each of the four
15 wires and who went first, but I did a memo each time I was
16 notified that funds were received.

17 Q. I'm showing you a stipulation that the parties filed in
18 the case. Have you seen this before?

19 THE COURT: That's the timeline I think you got up
20 right now.

21 MR. WADE-SCOTT: Yes, it's the timeline.

22 MR. SABA: I'm sorry. I don't think this is a
23 stipulation. It was a guideline because there are a couple of
24 typographical and small errors in there.

25 THE COURT: There's a stipulation, document 1286

1 which is sealed, which gives the date the money was paid by
2 Boeing -- dates the monies were paid by Boeing. And so that's
3 really not a matter of contest, the amounts and the dates.

4 MR. SABA: Correct. That was a stipulation.

5 THE COURT: Right. So on that part, you can proceed.
6 That's already in evidence. I understand the dates. But go
7 ahead with your other questions.

8 MR. WADE-SCOTT: I'll move on, Your Honor.

9 THE COURT: Okay.

10 MR. WADE-SCOTT: We can table the timeline issue for
11 later.

12 THE COURT: Sure.

13 BY MR. WADE-SCOTT:

14 Q. You understand that Ms. Anice's money was received in the
15 Girardi Keese account around March 4th?

16 A. Again, I don't know the order; but if that's what's on the
17 stipulation, then that's what I agreed to.

18 THE COURT: And, Emily, you can put the public feed
19 on again I think for these, for any documents.

20 Let us know if there's something that's going to have
21 a confidential --

22 MR. WADE-SCOTT: I'm about to move into another one
23 that's confidential.

24 THE COURT: Oh, you are? Never mind. Go ahead.
25 Sorry.

1 MR. WADE-SCOTT: Your Honor, it's our intention to
2 not say any confidential information out loud, so it's just a
3 matter of having the exhibits sent out to the public.

4 THE COURT: Yeah. They're not on the public screen
5 right now if these exhibits have the amounts.

6 BY MR. WADE-SCOTT:

7 Q. Exhibit 109 is a memorandum that you sent to Mr. Girardi,
8 right?

9 A. Yes, it is.

10 Q. You did that around March 4th?

11 A. Yes.

12 Q. KDG here is your initials?

13 A. Yes.

14 Q. TVG is Mr. Girardi?

15 A. Yes.

16 Q. Chris K. is Mr. Kamon?

17 A. Yes.

18 Q. David L. is Mr. Lira?

19 A. Correct.

20 Q. So Mr. Girardi, Mr. Kamon, Mr. Lira all received this?

21 A. Yes.

22 Q. Around March 4th?

23 A. Yes.

24 Q. There's a number of numbers here about what is supposed to
25 be disbursed to where. Do you agree that all these numbers

1 are accurate?

2 A. To the best of my knowledge.

3 Q. The bolded number there, it says the amount of money and
4 then to be wired to the clients per the attached consent,
5 right?

6 A. Yes.

7 Q. That was something that you sent to Mr. Kamon, Mr. Lira,
8 and Mr. Girardi?

9 A. Yes, sir.

10 Q. Does the document accurately reflect where the money for
11 this settlement was initially wired?

12 A. I'm not sure I understand your question.

13 Q. There's a line on 109-1 that says, "Per the release and
14 court order, the funds are to be disbursed as follows:", and
15 then there's two more lines that has accounts and amount of
16 money. Is that your understanding of where the money went
17 from Boeing?

18 A. I assume so.

19 Q. Exhibit 109 is the memo that you sent in connection with
20 Ms. Anice's case, right?

21 THE COURT: I'll stop you right here. Why was money
22 going to California Lending directly from Boeing, do you know?
23 And pull your mask above your nose, if you could.

24 THE WITNESS: I'm sorry.

25 THE COURT: That's all right. Go ahead.

1 THE WITNESS: I know that in the signed settlement
2 agreement on each of the four cases, there was a provision
3 that a certain amount of money goes to California Attorney
4 Lending. I was not involved in drafting the settlement
5 agreement, but I know it was in there.

6 THE COURT: Why?

7 THE WITNESS: I believe they had some kind of lien on
8 the case.

9 THE COURT: Okay. All right.

10 Proceed.

11 BY MR. WADE-SCOTT:

12 Q. The amount that was wired to California Attorney Lending,
13 to your understanding, that's not money that the clients owed
14 anyone, right?

15 A. Correct.

16 Q. That was money the firm owed to California Attorney
17 Lending?

18 A. I believe so. I don't have first-hand knowledge of that,
19 but that's my general understanding.

20 Q. In any event, that was not client money going to
21 California Attorney Lending?

22 A. I do not believe so, no.

23 THE COURT: So if California Lending wasn't owed the
24 money, it would just increase the amount of fees going to
25 Girardi Keese, correct?

1 THE WITNESS: I believe that's correct.

2 THE COURT: Okay. I understand. Very good.

3 Go ahead.

4 BY MR. WADE-SCOTT:

5 Q. I'm not sure I got an answer to the question. This is
6 Ms. Anice's settlement, right?

7 A. Yes.

8 Q. Ms. Dian's money came into the Girardi Keese account on
9 March 11, 2020, right?

10 A. I would need to look at the memo.

11 THE COURT: If there's similar memos for all three
12 other clients with the bolded amount as the amount to be wired
13 to the client, why don't you just identify those memos and ask
14 the witness if his answer would be the same on each of the
15 memos. If he needs to see them, he can look at them, but I
16 think we can move that part of it along.

17 MR. WADE-SCOTT: Understood, Your Honor. I'm going
18 to show you one -- actually two more memos. I apologize,
19 Your Honor.

20 THE COURT: All right.

21 BY MR. WADE-SCOTT:

22 Q. Exhibit 110, this is Ms. Dian's settlement; is that right?

23 A. Yes.

24 Q. This was sent to the same people?

25 A. Yes.

1 Q. And it follows largely the same structure with the bolded
2 amount going to the client, right?

3 A. Yes.

4 Q. On this one there is a notation at the bottom that says
5 "The net settlement funds of" fund amount "need to be wired to
6 the client per the instructions on the attached closing
7 statement immediately."

8 Do you know why that's on this memo?

9 A. You know, I don't have a specific recollection of why it's
10 on this memo other than I wanted to make sure that it was
11 clear that the amounts had to be wired.

12 Q. That's true for each of these cases, right?

13 A. Yes.

14 Q. That the amounts needed to be wired immediately?

15 A. Yes.

16 Q. You don't remember particularly why you made this point
17 for Ms. Dian?

18 A. I don't.

19 Q. Exhibit 111, which was provided, is a similar memo for
20 Mr. Bias?

21 A. Yes.

22 Q. It also has all of the numbers to the best of your
23 recollection?

24 A. Yes.

25 Q. You prepared a similar memo for Ms. Septiana, right?

1 A. Yes, I would have done one for each of them.

2 MR. WADE-SCOTT: We submitted the memo in connection
3 with Ms. Septiana as Exhibit 112.

4 Your Honor, the next exhibit will also include
5 settlement numbers so we should keep the public feed down.

6 THE COURT: Okay.

7 BY MR. WADE-SCOTT:

8 Q. Exhibit 126.

9 Do you recall receiving an e-mail from Mr. George
10 Hatcher on March 11th about sending the settlement money to
11 the clients?

12 A. I've seen this document in the past couple of weeks, and I
13 do recall now receiving it.

14 Q. Who is George Hatcher?

15 A. George Hatcher is a -- I don't know. He seems to be a
16 jack-of-all-trades. He's got a business I believe that's
17 called Wrongful Death Consultants. He has other businesses,
18 too. But he has, I think, websites relating to plane crashes.
19 And my understanding of Mr. Hatcher is generally that he acts
20 as a -- a client go-between especially on a foreign air crash
21 like this.

22 Q. Mr. Hatcher was working with you on the Lion Air cases?

23 A. Yes.

24 Q. Mr. Hatcher's e-mail says, "Please immediately inform
25 Boeing attorneys in Washington state that the net funds due

1 client Dian in the amount of" amount "after deducting attorney
2 fees and costs should be wired directly to Dian per the wire
3 instructions below."

4 Did I read that right?

5 A. Yes.

6 Q. Did you receive similar e-mails for the other four -- the
7 other three plaintiff families?

8 A. I believe we did.

9 Q. I'm going to show those to you quickly.

10 THE COURT: Was Hatcher working for your firm,
11 working for the clients, or neither?

12 THE WITNESS: He did not work for our firm. I think
13 he was self-employed.

14 THE COURT: Who paid him?

15 THE WITNESS: The -- Girardi Keese I think would pay
16 invoices.

17 THE COURT: So he was paid by Girardi Keese as far as
18 you know?

19 THE WITNESS: Yes.

20 THE COURT: All right. Wasn't paid by the clients?

21 THE WITNESS: No.

22 THE COURT: All right.

23 Go ahead.

24 BY MR. WADE-SCOTT:

25 Q. Exhibit 127, and this is a little longer so you can look

1 in the binder if you would like, but it's three other e-mails
2 that you received from Mr. Hatcher on March 11th, right?

3 A. Yes.

4 Q. These differ slightly on page 127-1 in that Mr. Hatcher
5 says "Client Bias has requested the Boeing attorneys wire him
6 the funds instead of the funds landing at GK."

7 Did I read that right?

8 A. Yes.

9 Q. Do you know why Mr. Hatcher was asking you to have the
10 funds go straight to the clients instead of Girardi Keese?

11 A. I do not.

12 Q. Did you ask him at the time?

13 A. I did not.

14 Q. On page 127-3, this is a similar e-mail from Mr. Hatcher
15 concerning Ms. Septiana's funds, right?

16 A. Yes.

17 Q. It says, "Please inform Boeing attorneys in Washington
18 state that the money due Client Septiana after deducting
19 attorney fees and costs in the amount of" number "should be
20 wired direct to client and not to GK as previously instructed.
21 These are the wishes of the client."

22 It says that, right?

23 A. Yes.

24 Q. Did you ask him about this one?

25 A. I did not. I just responded to -- I don't know which one

1 of these, but...

2 Q. Understood. We'll go back in just a second to the one you
3 responded to.

4 At 127-5, there's a similar e-mail for Ms. Anice's
5 settlement again asking that they be sent directly to her,
6 right?

7 A. Yes.

8 MS. MATTHAI: I'm going to object. I think that
9 misstates the document.

10 BY MR. WADE-SCOTT:

11 Q. I'll read it. "It is imperative that you have Chris Kamon
12 wire these funds right away to her as below."

13 Did I read that right?

14 A. Yes.

15 Q. Turning back to Exhibit 126 at the top, you respond to
16 Mr. Hatcher's e-mail concerning Ms. Dian, right?

17 A. Yes.

18 Q. You say that Boeing won't deviate especially considering
19 it was court approved. Did I read that right?

20 A. Well, yeah. First I started with, "The funding from
21 Boeing is controlled by the settlement agreement which
22 provides for the wiring instructions."

23 Q. So you told Mr. Hatcher essentially no, we won't wire them
24 directly?

25 A. Well, sure.

1 MR. SABA: Objection. Misstates the document.

2 THE COURT: Why don't you explain what you understand
3 the document to mean.

4 THE WITNESS: Yes. I was telling Mr. Hatcher that
5 these settlements were controlled not only by a settlement
6 agreement that had specific wire instructions in them but that
7 also that there was a court order approving and incorporating
8 that settlement agreement, and I did not believe that Boeing
9 would have any inclination to deviate or to go against a court
10 order.

11 THE COURT: Maybe we're jumping ahead, but did this
12 individual, Mr. Hatcher, tell you either then or in the future
13 why the clients wanted the money directly, not to go through
14 Girardi Keese but to be sent to them directly?

15 THE WITNESS: No, not that I recall.

16 THE COURT: You never learned the reason for that?

17 THE WITNESS: No.

18 THE COURT: Okay. All right.

19 Proceed.

20 BY MR. WADE-SCOTT:

21 Q. George@georgehatcher.com, you recognize that as
22 Mr. Hatcher's e-mail address?

23 A. Yes.

24 Q. Dlira@girardikeese.com, that's Mr. Lira's address?

25 A. Yes.

1 Q. Ckamon@girardikeese.com, that's Mr. Kamon's e-mail
2 address?

3 A. Yes.

4 Q. And kgriffin@girardikeese.com, that was your e-mail
5 address?

6 A. Yes.

7 Q. Lion Air was not the only international airplane crash
8 case that you worked on while at Girardi Keese, right?

9 MR. SABA: Objection. Relevance.

10 THE COURT: What is the relevance?

11 MR. WADE-SCOTT: I'll ask a slightly different
12 question that maybe will make that clearer.

13 THE COURT: All right. Go ahead.

14 BY MR. WADE-SCOTT:

15 Q. Did you work on other international airplane crash cases
16 with George Hatcher?

17 MR. SABA: Objection. Relevance.

18 THE COURT: Well, let's hear the answer.

19 BY THE WITNESS:

20 A. Yes.

21 BY MR. WADE-SCOTT:

22 Q. Did any of those cases that you worked on with Mr. Hatcher
23 settle?

24 A. Yes. I'm sure they did.

25 Q. Did Girardi Keese handle the settlement funds for any of

1 those cases?

2 MR. SABA: Objection. Relevance of this, Your Honor.

3 THE COURT: What is the relevance of other cases?

4 MR. WADE-SCOTT: I'm going to ask whether payments to
5 those clients were delayed.

6 THE COURT: I suppose it goes to the issue of -- I
7 know -- I've indicated earlier, this is about -- this hearing
8 is about this case. But in light of the opening statements
9 that people believe Mr. Girardi when he said the check's in
10 the mail, so to speak, knowledge of any witness, whether the
11 Edelson firm or Mr. Lira, Mr. Griffin, that promises by
12 Mr. Girardi in the past had not been kept or there have been
13 delays in payments that were -- should have been paid
14 immediately, I'll allow them into questioning.

15 We're not going to go into the history of Tom
16 Girardi. I've heard enough of that, and I'm not going to go
17 into all his alleged misdeeds with a variety of other clients.
18 But particular knowledge of a witness to some of that may go
19 to the issue of whether they were on notice in this case and
20 should have taken steps beyond the ones that were taken.

21 Go ahead.

22 BY MR. WADE-SCOTT:

23 Q. In those cases you worked on with Mr. Hatcher, were the
24 settlement funds to the clients delayed?

25 A. I don't recall any of the settlement funds being delayed

1 on any of those cases.

2 Q. Do you recall working on Egypt Air?

3 A. Yes.

4 Q. Were the payments to the clients in that case delayed?

5 A. I don't know.

6 Q. Did you work on Egypt Air with Mr. Hatcher?

7 A. Yes, that was the case that Mr. Hatcher was involved with.

8 Q. Did you also directly work on it?

9 A. I'm sorry?

10 Q. Did you also directly work on Egypt Air?

11 MR. SABA: Objection, Your Honor. Now he's answered
12 the question. Relevance.

13 MR. WADE-SCOTT: I'm just trying to confirm that that
14 was something he worked on with Mr. Hatcher.

15 THE COURT: That's fine. Go ahead.

16 BY THE WITNESS:

17 A. Yes, I worked with Mr. Hatcher on that case.

18 THE COURT: And you're not aware of client funds
19 being delayed when they had been funded by the Egypt Air, or
20 whoever the defendant was, you're not aware of any delays once
21 the Egypt Air paid the money to your Girardi Keese trust fund?
22 You're not aware of any delays in the clients actually getting
23 them?

24 THE WITNESS: I don't have a recollection one way or
25 the other. I just don't remember.

1 THE COURT: Okay. All right. Move on. Because
2 that's the relevant inquiry. If you're on notice -- that's
3 where I just said what would be relevant. Apparently that's
4 not within the knowledge of this witness as to that particular
5 set of cases.

6 BY MR. WADE-SCOTT:

7 Q. Turning back to the four plaintiff families at issue here,
8 was there any agreement with Ms. Anice to pay her settlement
9 funds in installments?

10 A. No, sir.

11 Q. Mr. Girardi had no such agreement with her?

12 MR. SABA: Speculation.

13 THE COURT: Objection -- the objection is -- you're
14 raising the objection, and it's not speculation. The witness
15 can say if he knows. If he doesn't know, don't speculate; but
16 if you know it, so state.

17 THE WITNESS: I do not know of any agreement between
18 Mr. Girardi and Ms. Anice about paying half, if that was the
19 question.

20 BY MR. WADE-SCOTT:

21 Q. I'll make this completely universal. You're not aware of
22 any agreement with Ms. Anice and anyone to pay her in
23 installments?

24 A. Correct.

25 Q. You're not aware of any agreements between Ms. Dian and

1 anyone to pay her settlement money in installments?

2 A. Correct. That's true for all four of the cases.

3 Q. That's true for Ms. Septiana?

4 A. Yes, sir.

5 Q. That's true for Mr. Bias?

6 A. Yes.

7 Q. By April 1st of 2020, all of the money for the four
8 plaintiff families that we've been discussing had been
9 received by Girardi Keese, right?

10 A. I believe that's correct.

11 Q. I'm showing you what's been marked as Exhibit 165 which
12 contains wire information.

13 If you look at page 165-3, there's an e-mail from
14 Ms. Anice to you on March 31st?

15 A. Yes, I see that.

16 Q. Did you receive that e-mail?

17 A. I have no reason to believe I did not.

18 Q. On March 31, 2020, do you recall the coronavirus pandemic
19 having started at that point in the United States?

20 A. I believe it had.

21 Q. Ms. Anice says, "Keith, it's been almost a week since you
22 promised me that you'd give me the information that I wanted.
23 Up till now I have not received any information from you."

24 Did I read that right?

25 A. Yes.

1 THE COURT: I don't see anything on this exhibit,
2 maybe you can point it to me, that's confidential other than
3 the last page with the wire confirmation information.

4 MR. WADE-SCOTT: It's just the last couple of pages,
5 Your Honor, and we put them together. I can -- I can be
6 careful not to scroll down past --

7 THE COURT: That's fine. Let's do that.

8 MR. WADE-SCOTT: -- 165-3.

9 THE COURT: Put in the e-mails. They're public. Or
10 they should be public.

11 So Emily, if we could put the --

12 THE CLERK: I switched it on.

13 THE COURT: Thank you.

14 MR. WADE-SCOTT: I'm just not going to scroll down.

15 BY MR. WADE-SCOTT:

16 Q. I read that line correctly, Mr. Griffin?

17 A. Yes, I believe so.

18 Q. Do you know what information that she was referring to?

19 A. I am not -- when she says, "I have not received any
20 information from you," I do not know what she is referring to.

21 THE COURT: Can you direct me on the e-mail to where
22 you're at? I want to make sure I'm looking at the same thing
23 you are.

24 MR. WADE-SCOTT: It's 165-3.

25 THE COURT: Okay. That's fine.

1 MR. WADE-SCOTT: The e-mail -- yep.

2 THE COURT: And it's the -- it's the e-mail from
3 Anice to Mr. Griffin.

4 MR. WADE-SCOTT: That's correct.

5 THE COURT: Okay. Go ahead.

6 BY MR. WADE-SCOTT:

7 Q. You understood that to be Ms. Anice's e-mail address,
8 right, Mr. Griffin?

9 A. Yes.

10 Q. You corresponded with her on a number occasions at that
11 e-mail address?

12 A. I believe so.

13 Q. Did you understand this e-mail from Ms. Anice to be
14 inquiring about the status of her settlement payment?

15 A. Yes.

16 Q. And Ms. Anice's payment had come in on March 4th, right?

17 A. I believe that's correct.

18 Q. You respond to her on April 2nd. You say, "Hi, Anice, I
19 hope you're staying healthy. I have forwarded your request
20 for an update to our accounting department and to
21 Mr. Girardi," right?

22 A. That's correct.

23 Q. You say, "Our office is currently closed due to the
24 coronavirus," right?

25 A. Yes.

1 Q. Were Girardi Keese's operations completely shut down at
2 that point?

3 A. Well, the doors weren't locked, but there were only a
4 handful of people at the office. I don't believe Mr. Kamon
5 was at the office. I was generally at the office. And there
6 were maybe a couple of other lawyers that were at the office
7 during that time.

8 Q. Was Mr. Lira going to the office?

9 A. I believe he was. I'm not 100 percent sure. We were on
10 different floors, but I believe he was.

11 Q. Was Girardi Keese still making payments to clients in
12 March of 2020?

13 A. I don't know.

14 MR. SABA: Speculation.

15 THE COURT: You're talking about other clients or
16 these clients?

17 MR. WADE-SCOTT: Other clients.

18 THE COURT: All right. If -- the witness answered he
19 doesn't know, but I just wanted you to clarify the question.

20 All right. Go ahead.

21 BY MR. WADE-SCOTT:

22 Q. You're not aware of whether Girardi Keese was making
23 payments to any clients in March of 2020?

24 A. I am not aware.

25 Q. Was Girardi Keese making payments to anyone in March of

1 2020?

2 A. I have -- I do not know.

3 THE COURT: Were you getting paid in March of 2020?

4 THE WITNESS: Yes.

5 THE COURT: All right.

6 Go ahead.

7 BY MR. WADE-SCOTT:

8 Q. Ms. Anice responds to you at the bottom of page 165-2.

9 She says, "Thank you, Keith. So sorry if I'm asking this
10 several times, but honestly, I am worrying about news Boeing's
11 bailout. But if I know the fund is already in GK account,
12 I'll be more calm."

13 Did I read that right?

14 A. Yes.

15 Q. Do you recall receiving this e-mail?

16 A. Yes.

17 Q. You do confirm to her on Friday, April 3rd, that the funds
18 had been received into the firm trust account, right?

19 A. Yes.

20 Q. But you say, "I will let you know as soon as funds are
21 scheduled for wire," right?

22 A. Yes.

23 Q. You didn't know at this point when the money was going to
24 be paid?

25 A. I did not know.

1 Q. You had asked Mr. Kamon and Mr. Girardi to send the money.

2 Is that your position?

3 A. Yes, I had.

4 Q. I'm going to move away from Exhibit 165 for just a minute.

5 We'll return to it.

6 Showing you what's been marked as Exhibit 130.

7 Exhibit 130 is an e-mail you received from George Hatcher,

8 right?

9 A. It appears to be.

10 Q. Do you have any reason to believe you didn't receive this

11 e-mail?

12 A. I do not have any reason to believe that.

13 Q. This was on April 15th of 2020?

14 A. Yes.

15 Q. Mr. Hatcher sends it to an e-mail address

16 tgirardi@girardikeese.com. Whose e-mail is that?

17 A. That's Mr. Girardi's e-mail.

18 Q. Did Mr. Girardi use e-mail?

19 A. E-mails were printed out for him by his secretary.

20 Q. Did you ever make sure that Mr. Girardi had seen an e-mail

21 because he went through this process of having them printed

22 out?

23 A. I was not involved in that.

24 THE COURT: Have you communicated with him by e-mail

25 in the past where it's clear he got it because he responded to

1 your e-mail even if it was through some other form of
2 communication?

3 THE WITNESS: No, I never communicated with him by
4 e-mail ever.

5 THE COURT: You just talked to him?

6 THE WITNESS: Yes.

7 THE COURT: Okay. All right.

8 THE WITNESS: Or sent him a memo.

9 THE COURT: Not an e-mail but a hard copy memo?

10 THE WITNESS: Yes.

11 THE COURT: Okay.

12 Go ahead.

13 BY MR. WADE-SCOTT:

14 Q. There's a person copied on this e-mail named Shirleen
15 Fujimoto.

16 Do you see that?

17 A. I do.

18 Q. Who is Ms. Fujimoto?

19 A. That was Mr. Girardi's secretary.

20 Q. And Kim Cory, who is that?

21 A. Also Mr. Girardi's secretary.

22 Q. And you and Mr. Lira are copied?

23 A. Yes.

24 Q. Mr. Hatcher says, "Dear Tom, I tried calling you this
25 morning to bring you up to date on four of the Lion Air

1 families that Mohamed and I signed for GK: Septiana, Bias,
2 Anice, and Dian," right?

3 A. Yes.

4 Q. Essentially the e-mail is asking for an update for these
5 families on their money, right?

6 A. Yes.

7 THE COURT: Is Mohamed the referring attorney?

8 THE WITNESS: Yes, sir.

9 THE COURT: All right. And then Mr. Hatcher is
10 somewhere in between helping out you deal -- your firm deal
11 with the referring attorneys and apparently dealing with some
12 of the clients, too?

13 THE WITNESS: Yes.

14 THE COURT: All right.

15 Go ahead.

16 BY MR. WADE-SCOTT:

17 Q. Do you know if anyone updates the clients at this point on
18 the status of their payments?

19 A. I don't recall. I don't know.

20 MR. WADE-SCOTT: This next exhibit is going to
21 contain confidential information.

22 THE COURT: Okay.

23 BY MR. WADE-SCOTT:

24 Q. Showing you what's been marked as Exhibit 133. Is this a
25 memo that you sent to Mr. Girardi?

1 A. Yes, it is.

2 Q. Mr. Lira and Mr. Kamon are copied?

3 A. Yes.

4 Q. It says "lots of messages from Boeing clients over the
5 weekend," right?

6 A. Yes.

7 Q. Did that refer to Ms. Anice, Mr. Bias, Ms. Dian, and
8 Ms. Septiana?

9 A. Yes, I imagine that I had gotten e-mails from them in the
10 days preceding this memo, and so that's why I wrote it.

11 Q. You say, "Client funds need to be wired," right?

12 A. Yes.

13 MR. WADE-SCOTT: This next exhibit also contains
14 confidential information.

15 BY MR. WADE-SCOTT:

16 Q. I'm going to show you what's been marked as Exhibit 164.

17 Exhibit 164 is an e-mail that you sent to Chris Kamon
18 and Mr. Lira, right?

19 A. Yes.

20 Q. On May 6, 2020?

21 A. Yes.

22 Q. After these inquiries from the clients had come in, right?

23 A. Yes.

24 Q. The numbers here are next to people's names. I want to
25 make sure I understand which are connected to which.

1 Sutanto refers to Ms. Anice, right?

2 A. Yes, sir.

3 Q. Huzaifah refers to Ms. Dian?

4 A. Yes.

5 Q. Nawazar refers to Mr. Bias?

6 A. Yes.

7 Q. Fitriasyah refers to Ms. Septiana?

8 A. Yes.

9 Q. You say in this e-mail, "Chris, Tom told me that we should
10 wire 50 percent of the client funds for the four cases in
11 trust and advise clients that the remaining 50 percent would
12 be wired in 14 days."

13 Did I read that right?

14 A. Yes.

15 Q. It's your position that Mr. Girardi told you that Girardi
16 Keese should wire half the money?

17 A. Well, he did. That's not my position. He told me to have
18 Chris wire 50 percent of the funds and that he would wire the
19 remaining 50 percent of the funds in two weeks.

20 Q. But you were the one that told Mr. Kamon to wire half the
21 money?

22 A. Yes.

23 Q. And at that time you were aware the Court's order required
24 that 100 percent of the client's funds should be wired?

25 A. Yes.

1 Q. There's no agreement with any of these clients to pay them
2 half of their money?

3 A. Yes, that's correct.

4 Q. Why were you sending them half?

5 MR. SABA: Objection. Misstates his testimony.

6 MR. WADE-SCOTT: Why were you conveying --

7 THE COURT: Go ahead.

8 BY MR. WADE-SCOTT:

9 Q. Why were you conveying to Mr. Kamon that Tom had said that
10 half the money should be wired?

11 A. That was the directive that I was given from Mr. Girardi
12 who the order applied to. He was the one that told me to tell
13 accounting that 50 percent should be wired and that he would
14 wire the second 50 percent in two weeks.

15 Q. But why --

16 A. And I -- I told him. I told him that that -- there was no
17 provision in the court order for that.

18 THE COURT: Let's lay a foundation for that. This is
19 a May 6th e-mail to Kamon. When did you have the conversation
20 with Girardi?

21 THE WITNESS: On the same day.

22 THE COURT: Same day. This is at 10:04 a.m., so
23 before --

24 THE WITNESS: That would have been in the morning,
25 most likely the morning of May 6th.

1 THE COURT: All right. Who was present for the
2 conversation?

3 THE WITNESS: I believe it would have just been me
4 and Girardi.

5 THE COURT: Where was it? In his office?

6 THE WITNESS: I believe it was in his office.

7 THE COURT: All right. But it was face to face, not
8 over the phone?

9 THE WITNESS: As far as I can recall, yes, sir.

10 THE COURT: All right. Give me your best
11 recollection of the entire conversation.

12 THE WITNESS: My recollection was that I, once again,
13 was telling him that the clients had been calling about their
14 money and you need to send them their money. And he said,
15 "Okay, tell accounting to send them half, half now and half in
16 two weeks." I reminded him that there was a court order that
17 required disbursement of all the funds. He told me that he
18 understood that. I asked if he wanted to see a copy of the
19 court order, and he progressively got more and more upset with
20 me. He told me it was above my pay grade and that he would
21 handle it. And my best recollection is he walked away.

22 THE COURT: All right. Did you call anybody and
23 complain about this? Did you call another attorney? Did you
24 talk to Mr. Lira? Did you go to anyone to complain about what
25 you viewed correctly as improper conduct by Mr. Girardi to

1 hold back half the money?

2 THE WITNESS: No, sir. I wrote this e-mail.

3 THE COURT: All right. Did you ever contemplate
4 notifying the Court?

5 THE WITNESS: Your Honor, no, I did not ever
6 contemplate that. I thought that it was -- it was
7 Mr. Girardi's order and his obligation. And I thought that he
8 was the one that would ultimately be responsible and should do
9 that. But no, I did not think about calling the Court.

10 THE COURT: How about a -- another lawyer, someone
11 whose advice you trusted, someone who can give you advice,
12 which is often what lawyers are told when they're confronted
13 with an ethical dilemma within their own firm, to call someone
14 outside the firm who they would trust and ask for advice, did
15 you think of doing that?

16 THE WITNESS: I didn't think of doing that at this
17 time, Your Honor. I did do so several months later.

18 THE COURT: How -- okay.

19 Go ahead. I interrupted. Finish off.

20 You did something -- you did that several months
21 later?

22 THE WITNESS: Yes, I did.

23 THE COURT: We'll get to that I'm sure.

24 Is that part of your outline?

25 MR. WADE-SCOTT: Yes, Your Honor.

1 THE COURT: Let me ask you this: How long have you
2 been an attorney at this point in May of 2020?

3 THE WITNESS: About 20 years, Your Honor.

4 THE COURT: All right.

5 Proceed.

6 BY MR. WADE-SCOTT:

7 Q. Did you ask Mr. Girardi why you were sending half?

8 A. I didn't ask him why. I just told him that the order said
9 to send the full amount. But I don't have recollection of
10 asking -- asking him why or saying why.

11 THE COURT: Did you suspect it was because he didn't
12 have the money, the money was not in the trust account, had
13 been used to pay other things?

14 THE WITNESS: I did not.

15 THE COURT: Did you believe there was any inability
16 to fulfill the order to pay the entire amount as of that date?

17 THE WITNESS: I did not.

18 THE COURT: Which I think is why the questions were
19 asked about other cases. Had you ever been aware of other
20 cases where the Girardi Keese firm could not pay their
21 obligations under court orders or standard operating
22 procedures for personal injury firms when they get money to
23 pay it to the client immediately?

24 THE WITNESS: Right. To the best of my knowledge at
25 this -- at this point in time, Your Honor, I do not recall

1 being aware of any cases that I had worked on where, you know,
2 a client was complaining that they hadn't been paid or
3 something like that.

4 THE COURT: How about cases at Girardi Keese, even if
5 you didn't work on it, you were aware as a lawyer for the firm
6 that clients not been paid in a timely way when funds were
7 provided by a defendant to the Girardi Keese firm to be paid
8 to the client?

9 THE WITNESS: You know, I believe I certainly became
10 aware of that later in the year in 2020 as it progressed on.

11 THE COURT: About other incidents?

12 THE WITNESS: Yes.

13 THE COURT: All right. Well, you could get to that.
14 I don't want to -- Mr. Scott, I'll let you continue your
15 questioning, but I'm going to interrupt as I always do in
16 hearings. But go ahead with your questioning. You can get to
17 that issue, awareness by Mr. Griffin of other incidents
18 involving Girardi Keese where they weren't paying in a timely
19 way, which I view as potentially relevant to the issue of the
20 believability of Mr. -- of any witness thinking that
21 Mr. Girardi was actually going to pay the money.

22 Go ahead.

23 BY MR. WADE-SCOTT:

24 Q. Was any other client of yours at Girardi Keese ever paid
25 in installments?

1 A. I did have one client that, by an agreement with
2 Mr. Girardi, that was paid in installments.

3 Q. There was an agreement in that case, without disclosing
4 anything else?

5 A. Correct.

6 THE COURT: The agreement with the client?

7 THE WITNESS: Yes.

8 THE COURT: Okay. All right.

9 Go ahead.

10 BY MR. WADE-SCOTT:

11 Q. Exhibit 164, there's a note next to the Huzaifah line
12 which actually refers to Ms. Dian. It says, "You recently
13 sent him 40K."

14 A. Yes.

15 Q. Was that true that Ms. Dian had received \$40,000?

16 A. I believe so. I believe -- I believe there was an advance
17 or some payment of 40,000 prior to May 6th.

18 Q. Before May 6th do you recall receiving an e-mail from
19 Ms. Dian asking about the status of her payment?

20 A. I don't specifically, but it's certainly possible.

21 Q. Do you think this payment was made to Ms. Dian so that she
22 would stop e-mailing about the status of her payment?

23 A. I think it was a specific request from Ms. Dian for
24 40,000. I don't think it was an arbitrary number.

25 Q. Did you explain to these clients at this point why half of

1 their settlement money was going out?

2 A. No, I did not.

3 THE COURT: Did the clients know the actual amount
4 they were due? Any doubt in your mind that each client knew
5 how much money they were supposed to get? I realize there was
6 a gross settlement amount and then there's amounts taken off
7 for attorneys' fees; but were the clients all aware of the
8 dollar amount they were supposed to receive?

9 THE WITNESS: Yes.

10 THE COURT: Okay. And you know that from personal
11 knowledge because you either relayed it to them or sent them
12 something to tell them that?

13 THE WITNESS: Well, there were what we call consent
14 agreements or closeout statements that they each signed
15 indicating their final net amount.

16 THE COURT: And that happened with all four of these?

17 THE WITNESS: Yes.

18 THE COURT: Okay.

19 BY MR. WADE-SCOTT:

20 Q. Turning back to Exhibit 165. On page 165-2, we had talked
21 earlier about your e-mail to Ms. Anice a month earlier
22 confirming that the money was in the Girardi Keese account,
23 right?

24 THE COURT: We can go back to the public display on
25 this one?

1 MR. WADE-SCOTT: Yes, we can.

2 BY MR. WADE-SCOTT:

3 Q. Before April 3rd, had you told Ms. Anice that money had
4 come into the account for her settlement?

5 A. I don't recall.

6 Q. Above your response, there's an e-mail that's split across
7 two pages. It's the bottom of 165-1 and the top of 165-2.

8 This is another e-mail you received from Ms. Anice, right?

9 A. The one that starts "Dear Tom Girardi"?

10 Q. Yes, the header information which is on the bottom of
11 165-1.

12 A. Okay. I see that.

13 Q. That's an e-mail you received from Ms. Anice?

14 A. It appears to be, yeah.

15 Q. She copies Mr. Girardi and Mr. Lira.

16 Do you see that?

17 A. Yes.

18 Q. As well as Mr. Hatcher and others, including some of the
19 other clients at issue here, right?

20 A. Yes.

21 Q. This e-mail is longer so I won't read the whole thing, but
22 do you understand the point of it was that she wanted a status
23 on her settlement payment?

24 A. Yes.

25 Q. This is dated May 7, 2020, right?

1 A. Correct.

2 Q. Mr. Lira responds via a forward on May 7th to you and
3 Mr. Kamon, right?

4 A. Yes.

5 Q. He asks, "Did we send half out?"

6 A. Yes.

7 Q. Did you talk to Mr. Lira at this time about sending half
8 of the money from Girardi Keese to these clients?

9 A. No, I don't believe so.

10 Q. Mr. Lira is copied on the e-mail that we were looking at a
11 moment ago regarding wiring half the money?

12 A. Yes.

13 THE COURT: Who is Norena Rouillard?

14 THE WITNESS: She worked in the accounting
15 department.

16 THE COURT: So she worked for Mr. Kamon?

17 THE WITNESS: Correct.

18 THE COURT: Okay.

19 BY MR. WADE-SCOTT:

20 Q. You respond to Mr. Lira, right, on May 11th?

21 A. Yes.

22 Q. You say, "Tom just said he was sending the wire out today.
23 Not sure if Chris can confirm."

24 Right?

25 A. Correct.

1 Q. Mr. Kamon writes back and copies Norena Rouillard, right?

2 A. Yes.

3 Q. He says, "Norena is working on the wires." And then he
4 says, "Once she enters, can I send to you guys to double-check
5 and confirm?"

6 Right?

7 A. Yes.

8 Q. What did it mean to you to confirm a wire?

9 A. She wanted us to confirm the banking information because
10 it was somewhat complicated I believe as far as the foreign
11 banks and make sure they had the account numbers correct.

12 Q. You respond and agree to confirm the wires, right?

13 A. Yes.

14 Q. And then she responds and says, "Keith, please review and
15 confirm ASAP," right?

16 A. Right.

17 Q. And that's what all the wire information at the bottom of
18 Exhibit 165 is?

19 A. I believe so.

20 Q. Those documents are attached to the e-mail that Norena
21 sends you, right?

22 A. Right.

23 Q. These half payments to the clients, in fact, were wired
24 out on May 11th, right?

25 A. Yes, I believe so.

1 Q. Were there other e-mails between you and Mr. Lira about
2 paying these half payments that we haven't looked at?

3 A. Not that I know of.

4 Q. Did you discuss the justification for sending out the half
5 payments?

6 A. I don't believe so.

7 Q. Between the two of you, neither of you wanted to discuss
8 this method for paying the clients?

9 MR. SABA: Lacks foundation.

10 MR. WADE-SCOTT: I'll withdraw it.

11 BY MR. WADE-SCOTT:

12 Q. It's your position today you did not discuss this reality,
13 that you were paying half of the money to the clients, with
14 Mr. Lira around this date?

15 A. Well, I remembered that there were subsequent e-mails, you
16 know, that Girardi was sending letters out that Mr. Lira was
17 commenting on. I don't sit here -- as I sit here today, I
18 don't recall a conversation with David about these half
19 payments.

20 THE COURT: Had you ever confronted this before? I
21 may have asked this question in another form, but have you
22 ever confronted this before where a client is not getting
23 their full payment?

24 THE WITNESS: No, just on the one matter I referred
25 to earlier.

1 THE COURT: Right. That was by agreement with the
2 client?

3 THE WITNESS: Right.

4 THE COURT: I have questioned you about whether you
5 went and talked to an ethics advisor, some other lawyer,
6 contacted the Court, contacted anyone. But you never talked
7 about this with Mr. Lira, how odd this seemed?

8 THE WITNESS: I think it was all captured by e-mail.
9 I just don't recall having any other one-on-one conversations
10 with him about it.

11 THE COURT: You didn't pick up the phone -- maybe
12 you've answered this, but you didn't pick up the phone and
13 say, "David, this is nuts, this is trouble, this is a problem,
14 this is illegal, what we're doing is wrong," any conversation
15 between you and Mr. Lira about -- of any sort along those
16 topics?

17 THE WITNESS: I just don't recall that sitting here
18 today, Your Honor.

19 THE COURT: And would you recall it if you had such a
20 conversation? I assume it would be unusual enough given the
21 circumstances of this since it's only happened once before and
22 that was by client agreement, that you would remember such a
23 conversation if you had one?

24 THE WITNESS: Yes, I would imagine so.

25 THE COURT: All right.

1 Continue. We're at 12:22. We'll go until about
2 12:30. We'll break at 12:30 for lunch and then go on from
3 there.

4 Go ahead.

5 BY MR. WADE-SCOTT:

6 Q. Did you tell these clients before the half payment was
7 sent to expect a half payment?

8 A. No, I don't believe so.

9 Q. Did the clients follow up with you after receiving the
10 half payments?

11 A. Yes, I believe they did.

12 MR. WADE-SCOTT: In an excess of caution, Your Honor,
13 this next exhibit might need to be confidential. Is it all
14 right if I --

15 THE COURT: All right. Take it off the public
16 screen.

17 BY MR. WADE-SCOTT:

18 Q. Showing you what's been marked as Exhibit 172. On page
19 172-1, between the lines from Dian Daniaty and ending "with
20 regards, Dian," there's an e-mail there, right?

21 A. Yes.

22 Q. Is that an e-mail that you received from Ms. Dian?

23 A. Yes, it appears that I'm on the e-mail.

24 Q. Around May 12, 2020?

25 A. Yes.

1 Q. Ms. Dian says, "Dear Tom Girardi, how are you doing? I
2 hope you're doing well. First, I'd like to say thank you. I
3 just found out that a portion of the settlement money was
4 wired to my Indonesian Rupier (IDR) account. My questions are
5 when will the wiring of the second half be executed and can
6 the money be wired to my dollar account?"

7 Did I read that right?

8 A. Yes.

9 Q. Did you answer Ms. Dian's question about why -- when the
10 wiring of the second half will be executed?

11 A. No, I did not. I mean, this was addressed to Mr. Girardi.

12 Q. Ms. Dian was your client, right?

13 A. Well, she was the firm's client, but, yes, she was my
14 client. She was Girardi's client. She was David's client.

15 Q. Do you contest in any way that Ms. Dian was your client?

16 A. No, sir.

17 Q. Do you recall getting questions from the other clients
18 about why they had received a half payment?

19 A. I don't -- I don't recall specifically, but I know there
20 were other e-mails.

21 Q. I'm showing you what's been marked as Exhibit 131.

22 THE COURT: Back on the public screen?

23 MR. WADE-SCOTT: Yes, we can go back on the public
24 screen.

25 THE COURT: All right.

1 BY MR. WADE-SCOTT:

2 Q. At the top of 131-5, this is an e-mail that you received
3 from Ms. Septiana?

4 MR. SABA: Objection. Misstates the e-mail.

5 THE COURT: You have to speak into the mic. I
6 couldn't hear you.

7 MR. SABA: Misstates the e-mail.

8 MR. WADE-SCOTT: I can lay some more foundation,
9 Your Honor.

10 THE COURT: Why don't you just ask about the e-mail.
11 No reason to misstate it. If it's there on the screen, it is
12 what it is.

13 MR. WADE-SCOTT: Okay.

14 THE COURT: So go ahead and ask questions about it.

15 MR. SABA: I'm sorry. I was looking at a different
16 e-mail. I thought he said Exhibit 131.

17 THE COURT: I thought he did, too.

18 MR. SABA: Now, apparently, we're -- are we looking
19 at a certain page on 131?

20 THE COURT: Yeah, it looks like 131-5; is that
21 correct?

22 MR. WADE-SCOTT: 131-5.

23 THE COURT: Okay. Go ahead.

24 MR. SABA: Go ahead.

25 BY MR. WADE-SCOTT:

1 Q. So this is an e-mail that you received, Mr. Griffin, at
2 the top of 131-5?

3 A. Yes, I believe so.

4 Q. Ms. Septiana says, "Dearest Mr. Tom Girardi and all GK
5 staff," and then "Dear David, thank you very much for the
6 confirmation regarding the money transfer. However, I noticed
7 that we received only half of the money that we should.
8 Please advise us regarding the transfer of the second half by
9 GK. Please complete its wiring immediately."

10 Did I read that right?

11 A. Yes.

12 MR. WADE-SCOTT: I'm showing you what's been marked
13 as Exhibit 166 which can be on the public screen.

14 THE COURT: Okay.

15 BY MR. WADE-SCOTT:

16 Q. Exhibit 166 is an e-mail that you sent to Ms. Cory and
17 Mr. Lira, right?

18 A. Yes.

19 Q. Does this reflect a forwarded e-mail that Ms. Cory had
20 sent to just you?

21 A. Yes.

22 Q. This was on May 13, 2020?

23 A. Correct.

24 Q. You say, "Kimi, hang on before sending."

25 "David, take a look."

1 A. Yes.

2 Q. I read that right?

3 A. Yes.

4 Q. You're referring to Mr. Lira there?

5 A. Yes.

6 Q. Attached to that e-mail was this document, 166-2, right?

7 A. Yes.

8 Q. This is a draft letter that Mr. Girardi had prepared to
9 Mr. Bias?

10 A. It appears to be.

11 Q. I think he dictated it somehow?

12 A. I have no idea.

13 Q. It says, "Dear Bias, I got enough of the problem taken
14 care of so we were able to release 50 percent of the
15 settlement."

16 Did I read that right?

17 A. Yes.

18 Q. That was a lie, right?

19 A. Absolutely.

20 Q. There was no problem?

21 A. Correct.

22 Q. He also says, "There are tax issues, et cetera."

23 That's also a lie, right?

24 A. That's correct.

25 Q. There were no tax issues with the settlement that you were

1 aware of that was delaying payments?

2 A. That's correct.

3 Q. At this point you had received this from Ms. Cory, right?

4 A. Yes.

5 Q. And you forwarded it to Mr. Lira?

6 A. Yes.

7 Q. How did you get it?

8 A. I'm sorry?

9 Q. How did you come into possession of this draft?

10 A. Well, I think it was e-mailed to me from Ms. Cory.

11 Q. Was she e-mailing it to you for approval?

12 A. I think she was mailing it to me to make sure it was okay
13 to send out.

14 Q. Did she typically do that when Mr. Girardi was
15 communicating with your clients?

16 A. Sometimes.

17 Q. Did she do that when she was worried that Mr. Girardi was
18 lying to your clients?

19 MR. SABA: Objection. Lacks foundation.

20 THE COURT: Overruled.

21 If you know.

22 BY THE WITNESS:

23 A. No, I don't know if she did it as a matter of practice
24 when she thought that Mr. Girardi was lying.

25 BY MR. WADE-SCOTT:

1 Q. Is this the first draft correspondence you have ever --
2 you had ever received from Mr. Girardi that contained lies to
3 clients?

4 A. As far as I can recall.

5 Q. When you said "Hang on before sending," did you mean that
6 you wanted Ms. Cory to hold off before sending the letter out?

7 A. Yeah, I wanted David to review the letter so that he could
8 handle the situation.

9 Q. Why was it up to Mr. Lira to handle the situation?

10 A. Well, I mean, he was -- I thought that David was in a
11 better position to handle it with -- with Tom. You know, I
12 didn't -- I didn't have the same, I guess, ability, in my
13 mind, to change Tom's mind as David might.

14 Q. Why was Mr. Lira better able to change Mr. Girardi's mind?

15 A. Well, he was certainly more senior, and I just felt like
16 he was the one that should address it with Mr. Girardi.

17 Q. Mr. Lira was also representing these four clients we've
18 been discussing today?

19 A. Yes.

20 Q. Showing you what's been marked as Exhibit 167.

21 THE COURT: Before we get there, we're at 12:30.
22 Did this letter ever go out, to your knowledge?

23 THE WITNESS: I do not know.

24 THE COURT: All right. Does anyone know?

25 MR. WADE-SCOTT: We do. There's -- there's a series

1 of e-mails here discussing draft letters that are all kind of
2 part of the same day-long sequence.

3 THE COURT: Yeah. I know that 168 is another letter.
4 Did the letter -- do you know if the letters actually went
5 out? Do you have either -- any e-mails from clients or other
6 people that they got the letter and there's more conversations
7 where it's clear the letter went out?

8 MR. WADE-SCOTT: I can show a different exhibit that
9 will show a slightly modified version of these letters went
10 out to at least two of the clients.

11 THE COURT: We'll get to that after lunch.

12 All right. Let's break. It's 12:30.

13 Sir, you're on the stand, but you can talk to your
14 lawyer during the break. I won't prohibit that. Even though
15 you're on cross-examination, you're free to talk to your
16 lawyer.

17 Normally I only break for 45 minutes. If you want an
18 hour to -- I'll give you an hour today until 1:30.

19 Tomorrow morning, we are going to start at 10:00. I
20 have two short matters over the phone. We'll start at 9:00
21 tomorrow morning. I can see this taking the full amount of
22 two days and I don't want people from California having to
23 travel in twice if we can't complete it, so I want to do our
24 best to complete this in two days. So tomorrow morning, I
25 know it's early for California, it will be 7:00 for you, but

1 we will start at 9:00 Chicago time. I'll dispose of the other
2 two matters on the phone in your presence but very briefly and
3 then we'll launch right back into this.

4 We'll go to 5:00 today, a little bit longer if we
5 need to complete a witness, but we'll go to 5:00 today and
6 we'll have one 15-minute break this afternoon.

7 So 1:30, please be back. Thank you.

8 MR. WADE-SCOTT: Thank you, Your Honor.

9 (Lunch recess was had from 12:33 p.m. to 1:30 p.m.)
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1 (Proceedings heard in open court:)

2 THE COURT: Okay. Before Mr. Griffin retakes the
3 stand, I did get an e-mail from my courtroom deputy which was
4 a forwarded e-mail, I believe, from one of the attorneys, I
5 believe possibly from someone from the Edelson firm saying
6 Mr. Kamon is going to be taking the Fifth Amendment,
7 exercising his Fifth Amendment privilege, and attached to the
8 e-mail was a letter signed by Mr. Kamon saying that on the
9 advice of his counsel, he's exercising his Fifth Amendment
10 privilege. So his appearance is excused. I'm not going to
11 drag him into Chicago just to do that.

12 All right. Mr. Griffin, you may retake the stand,
13 please.

14 THE WITNESS: Yes, Your Honor.

15 I have a new mask so hopefully it will --

16 THE COURT: Pardon me?

17 THE WITNESS: I have a new mask.

18 THE COURT: Good. That's fine. I appreciate it.
19 It's a little hard to concentrate on answering the questions
20 and keep your mask on. We're all in a new world, so we're all
21 concentrating on different things.

22 You may continue your questioning, Mr. Scott.

23 MR. WADE-SCOTT: Thank you, Your Honor.

24 Before we broke for lunch, I was putting Exhibit 167
25 on the screen.

Griffin - Direct by Wade-Scott

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1 KEITH GRIFFIN, WITNESS, PREVIOUSLY SWORN

2 DIRECT EXAMINATION (RESUMED)

3 BY MR. WADE-SCOTT:

4 Q. Mr. Griffin, Exhibit 167 is another e-mail that you
5 received from Ms. Cory, right?

6 A. Yes.

7 Q. This e-mail is about half an hour after the first forward
8 to Mr. Lira about this on Exhibit 166, right?

9 A. Yes.

10 Q. Do you remember talking to Mr. Lira during that half hour
11 after receiving the letter on Exhibit 166?

12 A. I do not.

13 Q. Were you all in the office at this point?

14 A. I believe I would have been in the office.

15 Q. Do you believe Mr. Lira was in the office?

16 A. I don't know.

17 Q. Turning back to Exhibit 167, the subject line here is
18 "FYI, Tom's letter to Dian Daniaty, re, Lion Air," right?

19 A. Yes.

20 Q. And attached to that is more draft correspondence from
21 Mr. Girardi, right?

22 A. Yes.

23 Q. This letter says, "Dear Dian, we made an agreement with
24 Boeing that all of the cases would be resolved. They gave us
25 special authorization to distribute 50 percent."

1 The sentence "They gave us special authorization to
2 distribute 50 percent," that's a lie, right?

3 A. Correct.

4 Q. You did not need authorization from Boeing to pay these
5 clients?

6 A. That is correct.

7 Q. He says, "I feel fairly confident the balance will be done
8 within 30 days. There was also a tax issue that came up that
9 I am trying to resolve."

10 We established earlier this is also a lie about
11 taxes, right?

12 A. Yes.

13 Q. Do you remember how you got this draft letter? Did you
14 speak -- let me withdraw that.

15 Did you speak to Ms. Cory in that half hour between
16 about 11:15 and when you got this about any more draft letters
17 from Mr. Girardi?

18 A. No, I believe my -- my only e-mail to her was hang on and
19 forwarding it to David to handle.

20 Q. What did handling constitute at that point in your mind?

21 A. Well, I guess it was talking to Mr. Girardi and making
22 sure that the letters didn't go out.

23 Q. Showing you what's been marked as Exhibit 168.

24 Exhibit 168 is an e-mail that you received from
25 Mr. Lira, right?

1 A. Yes.

2 Q. That e-mail is responding to the e-mail from Kim Cory to
3 you and Mr. Lira from a few minutes before?

4 A. Correct.

5 Q. The e-mail a few minutes before is Exhibit 167, right?

6 A. I believe so. I'm not sure.

7 Q. I'll scroll up here.

8 You see on Exhibit 167 --

9 A. Yes.

10 Q. -- the header information?

11 A. Yes.

12 Q. Do you understand Mr. Lira's e-mail in 168 to be a reply
13 to Exhibit 167?

14 A. Yes, it appears so.

15 Q. Mr. Lira says, "These are smart people. There are no tax
16 issues."

17 Right?

18 A. Yes.

19 Q. What did you understand this to mean?

20 A. Well, that the letter that Girardi had drafted about tax
21 issues was false.

22 Q. And that the clients would figure out that it was false,
23 right?

24 A. Well, I mean, he was just identifying them as smart
25 people, which they are.

1 Q. Does Mr. Lira say that you should not send the letters at
2 this point?

3 MR. SABA: Objection. The document speaks for
4 itself.

5 THE COURT: Overruled.

6 Go ahead.

7 BY THE WITNESS:

8 A. That's not written here.

9 THE COURT: Was Lira in -- Mr. Lira in the office
10 that day, do you recall?

11 THE WITNESS: I do not recall if he was -- if he was
12 in the office. Sometimes if you are out of the office and
13 we're responding remotely, it would say sent by your iPhone or
14 BlackBerry. I don't see that here, so it leads me to believe
15 he was in the office, but I'm not 100 percent sure.

16 THE COURT: Where was his office compared to your
17 office compared to Girardi's office in the overall Girardi
18 Keese offices?

19 THE WITNESS: My office was on the main floor of the
20 building. Girardi's office was next to mine on the main floor
21 of the main building; and Mr. Lira's office was on the third
22 floor -- or one floor above my office.

23 THE COURT: And where were his secretaries, the one
24 that was -- Ms. Cory sending you the -- sending you these
25 from -- is she right outside Mr. Girardi's office?

1 THE WITNESS: No, Ms. Cory's work space was upstairs
2 on the third floor.

3 THE COURT: Same as Mr. Lira?

4 THE WITNESS: Yes.

5 THE COURT: All right. Okay.

6 Go ahead.

7 BY MR. WADE-SCOTT:

8 Q. Did you speak to Mr. Lira after he sent you this e-mail?

9 A. I don't recall having a conversation with him.

10 Q. He sent Exhibit 168 at 11:50 a.m. that day?

11 A. I'm sorry. What was your question?

12 Q. Mr. Lira sent the e-mail that is Exhibit 168 at 11:50 a.m.
13 on May 13th?

14 A. Yes, that's what it says.

15 Q. I'm showing you what's been marked as Exhibit 170.
16 Exhibit 170 is an e-mail that you received from Ms. Cory later
17 that same day, right?

18 A. Yes, it looks like about 4:00.

19 Q. Mr. Lira is copied again?

20 A. Yes.

21 Q. The subject line this time is "Draft - Tom's letter to
22 Septiana re Lion Air," right?

23 A. Yes.

24 Q. Turning your attention to 170-2. This draft
25 correspondence was attached to that e-mail, right?

1 A. I assume so.

2 Q. This correspondence says, "There are many confidential
3 issues that I'm solving," right?

4 A. That's what it says.

5 Q. Did you understand that to be a lie at the time?

6 A. Quite honestly, I don't even recall opening this
7 attachment or reading this, but no, there were no confidential
8 issues that were present as of May 13, 2020, that I knew of.

9 Q. You don't remember opening this e-mail at the time you
10 received it?

11 A. I honestly do not have a recollection of opening it.
12 After I sent the first one to Mr. Lira, I don't recall opening
13 any of these.

14 Q. Do you recall opening what we looked at as Exhibit 167?
15 I'll put that back up.

16 Do you recall seeing this draft correspondence that's
17 at 167-2?

18 A. I don't have an independent recollection of opening it. I
19 mean, I've seen it since, but at the time I do not remember
20 whether or not, in fact, I opened it.

21 Q. It didn't make such an impression on you at the time that
22 you remember opening this e-mail?

23 A. No, because I had sent the initial one to Mr. Lira and
24 felt confident that he was handling it.

25 THE COURT: And by handling, you mean don't send out

1 a letter that has boldfaced lies on it, correct?

2 THE WITNESS: Correct.

3 THE COURT: Go ahead.

4 BY MR. WADE-SCOTT:

5 Q. Was it your testimony earlier that this was the first time
6 you had seen draft correspondence from Mr. Girardi that
7 contained lies going to clients?

8 A. To the best of my recollection.

9 Q. And you don't remember opening e-mails later that day that
10 contained more such letters?

11 A. There may -- there may have been other e-mails sent that
12 day. At the time in May, I don't know if I remembered.

13 THE COURT: What was your state of mind when you saw
14 that first letter and whether you opened these letters or not
15 after it which contained all these ludicrous, pretty
16 outrageous statements, the one about talking to the head
17 person from the IRS and some of these other -- maybe you
18 didn't see that. But even the one you saw, what was your
19 reaction at that point? Did you believe -- did you really
20 believe Mr. Girardi at that point, that he said he would pay
21 off the rest of the money in the future?

22 THE WITNESS: I did -- I honestly believed that he
23 would pay the money. Certainly I didn't believe --

24 THE COURT: Go ahead. Finish.

25 THE WITNESS: Certainly I didn't -- these letters

1 that he was sending were false. But I -- I did not believe
2 that there was any way in the world that he would defy a court
3 order and not pay these clients.

4 THE COURT: Well, what would -- what did you think
5 was going on? A cash flow problem? A -- I mean, this had to
6 have raised alarm bells with you that a seemingly successful
7 law firm with a titan of the plaintiff's bar, all kinds of
8 clients -- even in bankruptcy they have all kinds of
9 clients -- that why on earth would -- what were you thinking
10 when he said this delay? Were you thinking the money wasn't
11 there? Were you thinking that -- you couldn't have believed
12 that he was trying to work -- that the lie about Boeing
13 holding off on it was credible. What do you think -- I guess
14 I'm -- I'm commenting more than questioning and I shouldn't do
15 that. I'll question.

16 What was in your mind when you saw the first letter
17 and possibly the other two --

18 THE WITNESS: Sure.

19 THE COURT: -- when you see Girardi making outrageous
20 lies?

21 THE WITNESS: Yeah. I mean, I was certainly
22 confused, but I never thought that he was broke. I mean, he
23 always flouted how much money he had and, you know, the planes
24 and the cars, and I just -- it did not cross my mind that he
25 did not have the money to pay these plaintiffs.

1 THE COURT: Then why -- what were you thinking when
2 he wasn't -- if you thought he had the money to pay them, why
3 do you think he wasn't?

4 THE WITNESS: You know, I don't remember considering
5 that and why he was doing it the way he was doing it. He told
6 me it was above my pay grade and got upset with me and I kind
7 of left it at that. I obviously, in hindsight, wish that I
8 had been more aware. I do.

9 THE COURT: All right. You had been an attorney for
10 20 years at that point, correct?

11 THE WITNESS: Yes.

12 THE COURT: How old were you then? A year younger
13 from now. How old are you?

14 THE WITNESS: I'm 49 now. So I would have been 48.

15 THE COURT: All right.

16 Continue your questioning.

17 BY MR. WADE-SCOTT:

18 Q. This letter at 170-2 is more draft correspondence, right?

19 A. Yes.

20 Q. The Court just referenced this letter, I believe. It
21 says, "I am dealing with the head of the IRS to make sure this
22 does not harm us."

23 That was a lie, right?

24 A. Yes.

25 Q. I'm showing you page 170-3. Before preparing for the

1 hearing, had you seen these e-mails between Mr. Lira and
2 Ms. Cory?

3 A. No.

4 THE COURT: Were you evidencing any mental defect by
5 Mr. Girardi at this time?

6 THE WITNESS: By May?

7 THE COURT: Or mental disability. Mental defect is
8 an improper way of characterizing it. I'm not suggesting
9 there was. These appear to be rational acts of a -- rational
10 acts of a person acting irrationally to the extent that makes
11 any sense. He's making these outrageous lies and wanting to
12 put off the inevitable for his clients.

13 But were you on a day-to-day basis noticing anything
14 about Mr. Girardi, about his mental state?

15 THE WITNESS: Nothing significant at this point. You
16 know, some days he would forget things. But I would say that
17 was sporadic. And I didn't observe anything that I would
18 characterize as a disability at that time.

19 THE COURT: Was he still generating new business?
20 Were clients still coming into the firm?

21 THE WITNESS: As far as I know, yes. I mean, he was
22 still the first one in the office and the last one to leave.

23 THE COURT: All right. And as far as you know, were
24 clients still being signed up for cases?

25 THE WITNESS: As far as I know.

1 THE COURT: Okay. All right.

2 Go ahead.

3 BY MR. WADE-SCOTT:

4 Q. I'm showing you what's been marked as Exhibit 171. This
5 is an e-mail you received again from Ms. Cory on May 14th,
6 right?

7 A. Yes, it appears so.

8 Q. You testified a moment ago -- I'm going to take 171 off
9 the screen for a minute.

10 You testified a moment ago that you had not seen this
11 e-mail from Mr. Lira to Ms. Cory on the morning of May 14th
12 that's at 173?

13 MR. SABA: I'm sorry. I'm confused. What is this
14 e-mail you're referring to?

15 MR. WADE-SCOTT: I'll clarify.

16 BY MR. WADE-SCOTT:

17 Q. There's an e-mail on 170-3 from David Lira to Kim Cory
18 that starts -- well, where my cursor is. There's text that
19 says from David Lira, and the text of the e-mail is, "Did
20 these go out?"

21 Do you see that, Mr. Griffin?

22 A. I see the text that you're referring to, "Did these go
23 out?"

24 Q. I'm on 170-3.

25 THE COURT: Oh, I'm sorry. You were saying 173.

1 That where I was getting confused.

2 MR. WADE-SCOTT: I'm sorry, Your Honor.

3 THE COURT: 170-3. That clears it up. Go ahead.

4 BY MR. WADE-SCOTT:

5 Q. That's the morning of May 14th, right, Mr. Griffin?

6 A. Yes, 10:43.

7 Q. Going back to 171, 171 the exhibit. Ms. Cory sends you an
8 e-mail the afternoon of May 14th, right?

9 THE COURT: I think it's sent to Mr. Lira. It's
10 copied to --

11 MR. WADE-SCOTT: Copied to Mr. Lira.

12 THE COURT: -- copied to both but the body says
13 David.

14 MR. WADE-SCOTT: That's right.

15 THE COURT: Go ahead.

16 BY MR. WADE-SCOTT:

17 Q. Ms. Cory asks if this is okay and there's another letter
18 attached, right?

19 A. Appears to be.

20 Q. This draft letter says, "They gave us special
21 authorization to distribute 50 percent," right?

22 A. Yes.

23 Q. This was still a lie?

24 A. Correct.

25 Q. But in this draft, nothing about tax issues?

1 A. I don't see anything about tax issues.

2 Q. Do you know if Mr. Lira spoke to Ms. Cory about the
3 content of these drafts on either May 14th or May 13th?

4 A. I do not, other than the e-mail in 168.

5 Q. On page 171-3, there's another essentially identical
6 e-mail from Ms. Cory, "David, is this okay?"

7 A. Yes.

8 Q. And another attachment, this time to Mr. Bias, "I got
9 enough of the problem taken care of so we were able to release
10 50 percent of the settlement."

11 This is also essentially a lie, right?

12 A. Yes.

13 Q. There's no problem that you're aware of that required
14 50 percent of the payment to go out?

15 A. That's correct.

16 Q. Nothing about tax issues in this one?

17 A. Correct.

18 Q. Another identical e-mail from Ms. Cory at 171-5, this time
19 attaching draft correspondence to Ms. Septiana, right?

20 A. Yes, appears to be.

21 Q. Mr. Girardi references some issue about other plaintiffs'
22 lawyers. Is any of that sentence there true?

23 A. I don't know what he's referring to when he says "I agree
24 with two of the plaintiff lawyers."

25 Q. That would not have required Girardi Keese to hold back

1 any of the clients' money, whatever it is he's talking about,
2 right?

3 A. Correct.

4 Q. Again, no tax issues in this one?

5 A. Correct.

6 Q. Mr. Lira responds a few minutes later on May 14th, right?

7 A. Yes.

8 Q. He says, "Kim, I wouldn't send any of these letters. They
9 are lies and can come back to haunt Tom."

10 Right?

11 A. Yes.

12 Q. Did you talk to Mr. Lira about this?

13 A. No, not that I recall.

14 Q. Do you recall receiving an e-mail saying that Mr. Girardi
15 was lying to the clients?

16 A. Well, other than the ones that we've looked at, like 168.

17 Q. When you got the e-mail back in May of 2020, do you
18 remember receiving this e-mail the moment that you got it? Do
19 you remember that?

20 A. This particular one, 171?

21 Q. 171-7 where Tom -- where Mr. Lira says that Tom Girardi is
22 lying to your clients. Do you remember when you got it, the
23 moment that you opened this e-mail?

24 A. I do not.

25 THE COURT: Have you ever received an e-mail before

1 from one of the firm lawyers saying the head of the firm was
2 lying about anything?

3 THE WITNESS: Not that I recall.

4 THE COURT: And this didn't jump out at you as an
5 unusual e-mail such that you would remember it?

6 THE WITNESS: I mean, these were certainly an unusual
7 sequence of e-mails. All of these were. But I don't recall
8 having any personal phone conversations or face-to-face
9 conversations with anyone about them.

10 THE COURT: You would routinely read all your
11 e-mails, though, wouldn't you?

12 THE WITNESS: Well --

13 THE COURT: I mean, e-mails of -- that dealt with the
14 case and were from David Lira with Mr. Girardi's secretary
15 copied on it?

16 THE WITNESS: Yes. Yes, I would.

17 THE COURT: Okay. All right.

18 Go ahead.

19 BY MR. WADE-SCOTT:

20 Q. On page 171-8, there's a reply from Ms. Cory just to
21 Mr. Lira that says. "I sent the first two already to Dian and
22 Bias."

23 Are you aware of Ms. Dian receiving the draft
24 correspondence that we looked at in Exhibit 171?

25 A. I believe -- I'm not sure who received what

1 correspondence, but I believe there's a later e-mail that is a
2 response to having received one of these letters, but I'm not
3 sure which one it is.

4 Q. Do you know if Mr. Bias actually received one of these
5 letters?

6 A. I do not.

7 Q. You have reason to think that Mr. Bias did receive the
8 letter at 171-4?

9 A. Like I said, I know that one of the four clients I believe
10 responded to a letter with an e-mail. I do not recall whether
11 it was Bias or not.

12 Q. And sitting here, you don't know if Ms. Dian actually got
13 the letter at 171-2?

14 A. I do not.

15 Q. You submitted a declaration in this case, right, opposing
16 the show cause motion?

17 A. Yes.

18 Q. Did you mention these days in May in that declaration?

19 A. I don't recall specifically addressing any of these --
20 these letters, although I do believe that there was a
21 reference in part of the declaration to Mr. Girardi sending
22 letters to the client, to the clients.

23 Q. Did you say in that declaration that I'm aware that
24 Mr. Girardi was lying to the clients about why they hadn't
25 been paid?

1 A. No, I don't -- I don't recall saying that.

2 Q. Did you go to Mr. Girardi at this point and say that the
3 clients had to be paid the rest of their money?

4 A. Absolutely.

5 Q. What was his response?

6 A. His response to me was consistently that he was handling
7 it and this was his firm and generally it was above my pay
8 grade.

9 Q. Did you confront him about lying to the clients?

10 A. I -- I left that to Mr. Lira. I mean, I don't think I had
11 that same kind of relationship in that I probably had a little
12 more fear of Mr. Girardi than Mr. Lira might have. So no, I
13 don't -- I don't recall accusing him of being a liar.

14 Q. Did you tell Mr. Girardi at this point that you were going
15 to go to the Court?

16 A. No, I did not threaten him with -- with going to the
17 Court.

18 Q. We heard earlier some about Mr. Girardi being concerned
19 about his image in the public; is that fair?

20 A. Yes.

21 Q. Do you agree with that?

22 A. I do.

23 Q. Mr. Girardi was very interested in appearing wealthy to
24 the public?

25 A. I would agree.

1 Q. Don't you think it would have been effective to say to him
2 that you were going to make this public that he wasn't paying
3 clients?

4 A. I do not. I think that he would have been very spiteful
5 if I had made a comment like that. He would -- he would not
6 tolerate a statement like that from me.

7 Q. You said earlier that Mr. Lira occupied a more senior
8 position within the Girardi Keese firm than you. Can you
9 explain that a little more?

10 A. Well, I mean, he had just been a lawyer longer than I had.

11 Q. Are you aware that Mr. Lira is Mr. Girardi's son-in-law?

12 A. Yes.

13 Q. Are you aware that Mr. Lira was designated as the
14 successor for some portion of the firm's cases?

15 MS. MATTHAI: Objection. Lacks foundation.
16 Misstates the evidence.

17 THE COURT: Well, let's see what the witness says.

18 Overruled.

19 BY MR. WADE-SCOTT:

20 Q. Are you aware of anything like that?

21 A. I only became aware of that document in the course of this
22 litigation.

23 Q. I'm showing you what's been marked as Exhibit 135. This
24 is an e-mail you received from George Hatcher?

25 A. It looks like it's sent to Mr. Girardi and I'm copied

1 along with Mr. Lira and Shirleen and Kim Cory.

2 Q. Mr. Hatcher said, "Client Bias and Dian received letters
3 from you, a sort of reply, regarding their question sent to
4 you of why they only received half the money from GK."

5 Do you think that's true, that Mr. Bias and Ms. Dian
6 received the letters?

7 A. I wouldn't have any reason to dispute it.

8 Q. In the middle of Exhibit 135, there's some messages
9 between Mr. Hatcher and the clients in a screenshot.

10 Do you see that?

11 A. Yes.

12 Q. Do you know what this screenshot is of?

13 A. It looks like a screenshot of a text message.

14 Q. Are you familiar with the text message program WhatsApp?

15 A. I don't believe so.

16 Q. Did you ever communicate directly with the clients via
17 text message?

18 A. I don't -- not that I recall.

19 Q. Did you ever have WhatsApp as an application on your work
20 phone?

21 A. I'm not sure. I don't recall.

22 Q. How about your personal cell phone, did you ever have
23 WhatsApp on it?

24 A. Well, I just have the one phone, so ...

25 Q. And you don't recall ever communicating with the clients

1 via WhatsApp on your phone?

2 A. I don't recall.

3 THE COURT: How about phone conversations? Did you
4 ever talk to the clients on the phone about the missing money?

5 THE WITNESS: I don't think that I ever did speak on
6 the phone with the clients. It was -- it was always by
7 e-mail.

8 THE COURT: All right.

9 BY MR. WADE-SCOTT:

10 Q. At this point did you suspect that Mr. Girardi had
11 misappropriated client money out of the client trust account?

12 A. No, sir.

13 Q. Are there any other e-mails or documents through May of
14 2020 that we haven't seen that would show that you knew that
15 fact?

16 THE COURT: Sustained.

17 MR. SABA: Thank you.

18 THE COURT: I think that was an objection.

19 Sustained.

20 Go ahead.

21 BY MR. WADE-SCOTT:

22 Q. Did you tell the clients at this time that Mr. Girardi was
23 lying to them about why their money had not been paid?

24 A. No, I don't recall ever saying that.

25 Q. Did you ever tell the clients that Mr. Girardi had lied to

1 them about why their money was not paid?

2 A. No, I don't recall ever doing that.

3 THE COURT: You never talked to them on the phone at
4 all, but you had the ability to communicate with them by
5 e-mail, correct?

6 THE WITNESS: Yes.

7 THE COURT: Okay.

8 Go ahead.

9 BY MR. WADE-SCOTT:

10 Q. Did you report Mr. Girardi to any disciplinary
11 authority -- disciplinary authority at this point?

12 A. No.

13 Q. And Mr. Girardi did not explain to you why the clients
14 have been paid half?

15 A. He did not give me an explanation.

16 Q. Did you forward any of these e-mails to any Edelson
17 attorney?

18 A. I don't believe so.

19 Q. Did you tell any Edelson attorney that Mr. Girardi was
20 lying to the clients?

21 A. No, I don't believe I -- I told any Edelson attorney that.

22 Q. Did you forward any of the e-mails from the clients that
23 we've looked at so far to any Edelson attorney?

24 A. I don't believe so.

25 Q. Not the ones asking about the status of their payments,

1 right?

2 A. Correct.

3 Q. Not this e-mail from Mr. Hatcher saying that the
4 clients -- not this e-mail from Mr. Hatcher at Exhibit 135,
5 you did not forward that to any Edelson attorney?

6 A. I do not believe so.

7 Q. Showing you what's been marked Exhibit 148. Have you seen
8 Exhibit 148 before?

9 A. I know I've seen it in this litigation. I don't recall
10 whether I saw it at the time in June of 2020.

11 Q. Do you understand this to be a letter that was sent by
12 Mr. Girardi to Ms. Anice?

13 A. Appears to be, yes.

14 Q. Mr. Girardi says, "There are some serious issues. I have
15 been back east four times to get everything resolved."

16 Was any of that true?

17 A. No.

18 Q. That was another lie to the clients?

19 A. Yes.

20 Q. There's a time gap here. We were looking at exhibits in
21 May. This is now June. Had you spoken to Ms. Cory at this
22 point about any more communications from Mr. Girardi?

23 A. No, I don't recall having spoken with her about that at
24 all.

25 Q. Did she forward you a draft of this letter?

1 A. I don't recall.

2 Q. Did you tell her, "I need to see anything that Mr. Girardi
3 is sending to these clients"?

4 A. No.

5 Q. I want to talk about Mr. Lira's leaving Girardi Keese.

6 Did Mr. Lira ever leave employment at Girardi Keese,
7 to your knowledge?

8 A. Could you repeat your question?

9 Q. Did Mr. Lira ever leave employment at Girardi Keese, to
10 your knowledge?

11 A. Yes.

12 Q. When was that?

13 A. I believe it was around the 13th of June.

14 Q. Did he ever come back into the office after that date?

15 A. Not that I recall.

16 Q. Did Mr. Lira continue to work on the cases for Ms. Anice,
17 Ms. Dian, Mr. Bias, or Ms. Septiana?

18 A. I think at that point he was working on the -- the second
19 settlement cases.

20 Q. Did you have any conversations with Mr. Lira after June
21 about getting these clients paid?

22 A. I think probably sporadically we may have spoken on the
23 phone and he just asked for an update on what was going on
24 with them, whether they had been paid.

25 Q. Do you know if Mr. Lira was talking to Mr. Girardi after

1 June 2020 about these clients being paid?

2 A. I don't -- I don't believe that they spoke again after he
3 left.

4 Q. So after June 2020, it's just you and Mr. Girardi on these
5 cases?

6 A. At Girardi Keese. I mean, obviously your firm was
7 involved.

8 Q. But Mr. Lira had left who was more senior, right?

9 A. Yes.

10 Q. Was there anyone left more senior than you at Girardi
11 Keese?

12 A. Yes.

13 Q. Who?

14 A. Jack Girardi was still there. I can't recall anyone else.

15 Q. Did you talk to him about these cases at all?

16 A. It certainly came up later in the year.

17 Q. Did you tell him these clients had not been paid?

18 A. Yeah. At some point later in 2020, yes, that was
19 disclosed to him.

20 Q. When was that?

21 A. I don't recall specifically.

22 Q. Did you tell him that Tom had lied to the clients?

23 A. I don't recall saying that.

24 Q. Turning back to Mr. Lira's leaving the firm. Did he say
25 anything to you about why he was leaving Girardi Keese?

1 A. No. In fact, I don't think he -- he didn't tell me that
2 he was leaving when he left. I believe he may have called me
3 over the weekend or something like that to let me know. But
4 no, he didn't -- I mean, he didn't tell me other than that he
5 wanted to start his new firm.

6 Q. How long had you worked with Mr. Lira at Girardi Keese?

7 A. Probably 20 years.

8 Q. And he didn't mention to you until the weekend before that
9 he was leaving the firm?

10 MS. MATTHAI: Objection. Misstates the testimony.

11 BY MR. WADE-SCOTT:

12 Q. I'm sorry. When did he tell you he was leaving the firm?

13 A. He told me after he had left.

14 Q. And he did not explain to you any of the reasons that he
15 was leaving?

16 A. Not that I recall other than he was just starting his new
17 firm and had wanted to do so. You know, he may have mentioned
18 that he was tired of dealing with Tom and, you know, just
19 couldn't take it anymore.

20 Q. Couldn't take what anymore?

21 A. I guess dealing with arguments with Tom.

22 Q. Arguments about whether or not clients had been paid?

23 A. That was certainly one of them, yeah.

24 Q. When you and Mr. Lira were talking about this, was it just
25 in the context of these clients not being paid or were there

1 any other clients at issue?

2 A. As far as I recall, it was just the Boeing cases.

3 Q. Are you aware of a call that Mr. Lira had with Edelson
4 attorneys around June 16th of 2020?

5 A. Not specifically.

6 Q. Did you discuss talking to attorneys from Edelson with
7 Mr. Lira at all in advance of that call?

8 A. I don't believe so.

9 Q. You two did not discuss any kind of strategy for what to
10 say to Edelson?

11 A. No.

12 Q. I'm showing you what's been marked Exhibit 137. This is a
13 memo that you sent to Tom Girardi on June 24, 2020?

14 A. Yes.

15 Q. Were there more e-mails from the clients around this time
16 asking for updates on their payments?

17 A. There may have been. I'm sure there were, but I don't
18 recall specifically like in June which clients were e-mailing.

19 Q. Had you informed any of the clients at this point that
20 Mr. Girardi had lied to them about why they weren't being
21 paid?

22 A. No, I never said that Mr. Girardi was lying to the
23 clients.

24 THE COURT: You never told the clients that Girardi
25 was lying to them, correct?

1 THE WITNESS: That's correct, Your Honor.

2 THE COURT: Did you ever tell anybody at Edelson that
3 Girardi was lying to the clients?

4 THE WITNESS: No, I do not recall doing that.

5 THE COURT: Okay.

6 BY MR. WADE-SCOTT:

7 Q. Are you aware that more partial payments were made to
8 these clients after June of 2020?

9 A. Yes.

10 MR. WADE-SCOTT: The next exhibit contains some
11 confidential information.

12 THE COURT: Okay. What exhibit is that?

13 MR. WADE-SCOTT: This will be Exhibit 116.

14 THE COURT: Okay. We'll take it off the public feed.

15 BY MR. WADE-SCOTT:

16 Q. I'm showing you what's been marked Exhibit 116.

17 Have you seen this document before?

18 A. I think I've only seen it in connection with this
19 litigation.

20 Q. Were you aware in July of 2020 that Mr. Lira was going to
21 send Edelson a letter?

22 A. No.

23 Q. Showing you what's been marked as Exhibit 117.

24 THE COURT: There's nothing confidential in this, is
25 there?

1 MR. WADE-SCOTT: I was just making sure.

2 No.

3 THE COURT: All right. It can be displayed.

4 MR. WADE-SCOTT: There may be parts, but I will not
5 scroll to them.

6 THE COURT: All right.

7 BY MR. WADE-SCOTT:

8 Q. This is a letter that Mr. Balabanian sent Mr. Girardi and
9 Mr. Lira, right?

10 A. Yes, appears to be.

11 Q. You were copied on this letter?

12 A. I think I was copied by -- by e-mail.

13 Q. After you received this letter, did you discuss it with
14 Mr. Girardi?

15 A. I don't recall specifically discussing the letter with him
16 other than, you know, continually reminding him that he had
17 balances to pay the clients.

18 Q. Did you discuss this letter with Mr. Lira after you
19 received it?

20 A. No, I don't -- I don't recall doing so.

21 Q. At this point, you didn't forward any of the e-mails from
22 the clients to Mr. Balabanian, did you?

23 A. No, sir.

24 Q. You did not tell anybody at the Edelson firm about the
25 communications between Girardi Keese and the clients up to

1 this point?

2 A. If you mean Mr. Girardi's letters, correct.

3 Q. Showing you what's been marked as --

4 THE COURT: Let's stay on that exhibit. Let's go to
5 117-02, please, pull it up.

6 MR. WADE-SCOTT: Sure, Your Honor.

7 THE COURT: And Mr. Griffin, I'll focus you on the
8 lower -- is it up on the screen?

9 MR. WADE-SCOTT: I'm getting it there.

10 THE COURT: 117-002.

11 I'll focus you on the part below the issue of whether
12 our clients have been paid. Are you there?

13 THE WITNESS: Yes.

14 THE COURT: All right. It says, "After the call with
15 David, both Ari and I immediately reached out to Keith to gain
16 more clarity on the situation. Ari spoke with Keith on
17 June 18th and I spoke to him on June 30th." "I," apparently
18 the author, which is Mr. Balabanian. "Unfortunately those
19 conversations only raised more questions and heightened our
20 concerns that the settlements have been funded but our clients
21 may not yet have been paid. In my conversation with Keith, I
22 asked point blank, 'Has Boeing funded the settlements and have
23 our clients been paid?' Keith's response was he didn't know
24 for certain since Tom handles the finances of Girardi Keese
25 but that he believed that, to date, the clients had been paid

1 about half of what they are owed."

2 Did you have such a conversation with, it looks like,
3 Mr. Balabanian and Mr. Ari's last name is pronounced what,
4 Scharg, did you have such a conversation with them?

5 THE WITNESS: I do believe I had a conversation with
6 Mr. Balabanian. I don't recall if I had one with Mr. Scharg.
7 And I do recall telling him that half the balances had been
8 authorized and paid by Mr. Girardi.

9 THE COURT: Did you tell him that the full amount of
10 the settlements had been paid by Boeing?

11 THE WITNESS: No, I told him that half had been paid.

12 THE COURT: Well, that's a lie, isn't it?

13 MR. SABA: Objection. He misunderstood your
14 question, Your Honor.

15 He's answering a different question.

16 THE COURT: In fairness, I will -- the question is
17 not how much has been paid. Did you tell the Edelson lawyers
18 whether or not the Boeing -- that Boeing had fully funded the
19 settlements?

20 THE WITNESS: I do not believe that was even part of
21 the conversation.

22 THE COURT: Well, the letter indicates it is, but you
23 don't recall that being part of the conversation?

24 THE WITNESS: I do not.

25 THE COURT: Did the Edelson firm know, did they have

1 access to the records to know that Boeing had fully funded the
2 settlements as of this date and really as of the time when
3 Boeing paid the money?

4 THE WITNESS: Well, they certainly had access to the
5 Boeing attorneys. I mean, they had a relationship with the
6 Boeing attorneys. But as far as like the wires coming in, I
7 do not believe that they were copied on the wire e-mails from
8 Perkins Coie to Girardi Keese.

9 THE COURT: All right. So this letter, it says, "Has
10 Boeing funded the settlements and have our clients been paid?"
11 You don't believe the discussion of funding was even the
12 issue, it was just a matter of how much the clients had been
13 paid?

14 THE WITNESS: Correct.

15 THE COURT: All right. Then you misunderstood my
16 question.

17 THE WITNESS: I'm sorry.

18 THE COURT: No, I -- I probably phrased it poorly.

19 All right. So that's your recollection of the
20 conversation being related in this letter?

21 THE WITNESS: Yes.

22 THE COURT: Okay.

23 BY MR. WADE-SCOTT:

24 Q. At this point, Mr. Griffin, you knew that the Boeing money
25 for the four clients at issue here had come into the account?

1 A. Yes.

2 Q. And that half had been paid?

3 A. Correct.

4 Q. There were a number of questions posed in this letter at
5 the top of 117-3, the first full paragraph there. The first
6 question asked both Mr. Girardi and Mr. Lira to confirm in
7 writing whether Boeing has funded the settlements in their
8 entirety, and if not, to identify the amount funded and the
9 amount unfunded.

10 You knew the answer to that question as to at least
11 Ms. Anice, Ms. Dian, Mr. Bias, and Ms. Septiana, right?

12 A. Yes.

13 Q. The second question is to the extent the settlements have
14 been funded in whole or in part, where the settlement funds
15 are or were being housed.

16 Did you know the answer to that question?

17 A. Yes.

18 Q. You knew that half had been paid to the clients at that
19 point?

20 A. Correct.

21 Q. Did you know where the other half was?

22 A. Well, I mean, I assumed it was in the trust account.

23 Q. Question 3 asks: "What amount is still owed to the
24 clients?"

25 You knew the answer to that question?

1 A. I'm sorry. Which number are you on?

2 Q. No. 3. "To the extent the settlements have been funded in
3 whole or in part, whether our collective clients have been
4 paid the entirety of the amounts owed to them under the
5 settlements, and if not, the amounts paid to them and the
6 amounts still owed."

7 You knew the answer to that question?

8 A. Yes.

9 Q. No. 4 is the basis for withholding settlement, any funds,
10 excluding attorneys' fees, from our clients, to the extent
11 they are being withheld.

12 It's your position that you were not aware of any
13 legitimate reason to withhold them, right?

14 A. Correct.

15 Q. Were you aware in any way of why they were being withheld
16 at this point?

17 A. No.

18 Q. Did you answer this letter at all?

19 A. No, I did not. It was addressed to Girardi and Lira.

20 Q. But you knew most of the answers, right?

21 A. Yes.

22 Q. Why not provide them to the Edelson firm?

23 A. I just didn't see it as my position to respond when it was
24 addressed to Tom and David.

25 THE COURT: Let me direct you to the top of page 2,

1 117-002. And it says, "On April 14, David and Ari had another
2 conversation about where things stood on the settlements and
3 David just reiterated what Keith had said previously, that we
4 still hadn't received all the executed releases from the
5 clients and that Boeing would fund -- and that Boeing would
6 fund if, and when, they were all received."

7 Did you tell them -- did you ever tell anyone at the
8 Edelson firm that Boeing had not funded the money when, in
9 fact, you knew they had funded it?

10 THE WITNESS: No.

11 THE COURT: All right. All right. And that takes us
12 to page 1 which really goes back to this bottom of the second
13 paragraph. The second from the last sentence -- the third --
14 "Ari reached out to Keith and asked when he expected Boeing to
15 fund the four settlements. Keith said that Boeing would not
16 fund any of the settlements, including in the dismissed cases,
17 until releases had been signed by our clients in all eleven
18 cases. He further stated we are still waiting on several
19 releases to be executed and returned."

20 That's a point of confusion for me. I didn't know
21 that there was -- was there some arrangement with Boeing where
22 they wouldn't fund all -- any of these settlements unless all
23 11 had been released?

24 THE WITNESS: Absolutely not, and that's -- that's
25 the critical misrepresentation that has been made here. I

1 never told Ari Scharg that Boeing would not fund the first
2 four settled cases that had been -- had executed settlement
3 agreements, approved court order minor compromises. I mean,
4 those had directives in the agreements that they were to be
5 paid within 30 days. I mean, it would make no sense for --
6 that I would have somehow the power to convince Boeing to go
7 against a court order that said these have to -- these can't
8 be paid until all the releases were paid.

9 The discussion that's being referred to here,
10 Your Honor, is about the second settlement, the second seven
11 cases that were mediated in February of 2020. Had nothing to
12 do with the first four settled cases.

13 THE COURT: All right. So this statement here, which
14 you didn't make, it was written by an attorney from the
15 Edelson firm, was not -- is not accurate as far as you're
16 concerned?

17 THE WITNESS: It is not.

18 THE COURT: All right.

19 Go ahead.

20 BY MR. WADE-SCOTT:

21 Q. I'm going to show you another exhibit, the first page of
22 which contains some confidential information and then we can
23 put it back up.

24 THE COURT: Okay. What exhibit?

25 MR. WADE-SCOTT: Exhibit 104.

1 THE COURT: Okay.

2 BY MR. WADE-SCOTT:

3 Q. Do you recognize Exhibit 104, Mr. Griffin?

4 A. Yes.

5 Q. These are texts you had with Ari Scharg from the Edelson
6 firm?

7 A. Yes.

8 Q. Mr. Scharg is asking about one of the client families that
9 Edelson and Girardi Keese jointly represented, right, at the
10 time?

11 A. Yes, this is about two weeks after we had had the
12 settlement conference on the second set of cases, and we had
13 learned that one of the cases from our global settlement was
14 falling out.

15 THE COURT: What's confidential about this?

16 MR. WADE-SCOTT: We no longer -- well, we no longer
17 represent the clients. The problem is the -- whether or not
18 the client referenced on the first page was, in fact, backing
19 out. I didn't feel -- I felt it was potentially privileged,
20 and we don't have a privilege waiver from that client. I'm --
21 yeah. We did not -- we actually redacted the client's name in
22 the version that we included and then one of the other parties
23 filed it unredacted, and so we just used the unredacted
24 version.

25 THE COURT: Use the unredacted version in open court.

1 That's not -- there's nothing about a dollar amount here,
2 nothing about a billing or a wiring number. There's nothing
3 confidential in this.

4 Go ahead. We'll put it on the public screen.

5 Go ahead.

6 BY MR. WADE-SCOTT:

7 Q. So you and Mr. Scharg were having a conversation about
8 whether or not one of the clients was essentially backing out?

9 A. Correct.

10 Q. At the top, you say -- sorry. Mr. Scharg asks if the
11 client is going to sign the settlement agreement, right?

12 A. Correct.

13 Q. You say, "No, she's not. Trying to get Perkins to give us
14 individual offers," right?

15 A. Correct, because Boeing was not going to fund this global
16 settlement for these seven cases without participation from
17 all seven clients.

18 THE COURT: Unrelated to the four that are the
19 subject of this hearing?

20 THE WITNESS: Correct.

21 THE COURT: All right. Go ahead.

22 BY MR. WADE-SCOTT:

23 Q. So it's your view that it was clear that you were just
24 talking about this second set of clients here?

25 A. That's all we had been talking about; this entire text

1 string with Mr. Scharg was the second set of cases, and this
2 was two weeks after the settlement conference on that second
3 set of cases.

4 Q. On page 104-2, Mr. Scharg asks you, "And Perkins is not
5 going to release any of the money until all of the settlement
6 agreements are signed?" Right?

7 A. Right.

8 Q. And you say "correct"?

9 A. Right, meaning that Perkins was not going to go ahead and
10 fund a global settlement for all seven cases without
11 participation from all seven clients.

12 THE COURT: And 104-003 actually has a dollar amount
13 in it, so don't put that up.

14 MR. WADE-SCOTT: Yeah, I pulled it down just to
15 figure out how to navigate around that, Judge.

16 THE COURT: All right.

17 BY MR. WADE-SCOTT:

18 Q. You have Exhibit 104 still in front of you, Mr. Griffin?
19 No?

20 A. I do not.

21 Q. I'm going to put Exhibit 104 back up on the screen
22 skipping that page. We can go back if you want to look at it.

23 On April 27th, Mr. Scharg texts you for an update on
24 Boeing, right?

25 A. Yes, again, on the second set of cases.

1 Q. Mr. Scharg never says anything explicitly about this being
2 the second set of cases, does he?

3 A. No, but he had already filed the settlement motions and
4 minors' compromises for the first four cases. So he knew
5 those cases were not still hanging out there.

6 THE COURT: And in fairness -- you can't put it up on
7 the screen, but on page 104-003 in the middle of the --
8 March 17, 2020, 12:56 p.m., we have the four cases signed and
9 done. You have those.

10 I don't know where you're going on this, but that
11 would seem to indicate that at least the subject in the mind
12 of this witness, he thought those are four cases on one side,
13 we got the other seven on the other side. If you have
14 documents that are going to say otherwise or witnesses are
15 going to say otherwise, so be it. But I think his statement
16 here indicates at least he's separating out for this
17 conversation those -- those two sets of cases.

18 BY MR. WADE-SCOTT:

19 Q. Looking at the last page of Exhibit 104, 104-7.

20 A. Okay.

21 Q. Mr. Scharg texts you on June 16th, right?

22 A. Yes.

23 Q. That's around the day that you understand Mr. Lira spoke
24 with Edelson attorneys?

25 A. Yeah, about three days after Mr. Lira had left the office.

1 Q. And Mr. Scharg asks if the Boeing money had come in?

2 A. Correct, again, referring to the money on the seven cases.

3 THE COURT: Well, who knows what he was referring to,
4 but you thought he meant the Boeing?

5 THE WITNESS: Absolutely.

6 THE COURT: It may be the basis of some of the
7 misunderstanding on this part, but you're saying where you
8 don't know was as to the seven settlements, the seven
9 individuals, not for the four where the money had come in
10 three months earlier.

11 THE WITNESS: That's correct. And that's why I said
12 I didn't know because my understanding was that Mr. Lira had
13 taken those seven cases and I was not included on how they
14 were being funded.

15 THE COURT: All right.

16 BY MR. WADE-SCOTT:

17 Q. Had you informed Mr. Scharg at this point that any of the
18 money from Boeing had come in for the first four cases also?

19 A. No, I don't know. Either way I don't think he asked and I
20 don't think I told him.

21 Q. Edelson was not copied on the e-mails from Boeing
22 notifying you that the wires were done for the first four
23 cases?

24 A. I don't recall specifically, but I don't think so.

25 THE COURT: Mr. Scott, how much more do you have?

1 We're only up to June and we've got a lot of witnesses to
2 cover.

3 MR. WADE-SCOTT: Yes, Your Honor. I'm trying to
4 figure out how to move through the rest of it very quickly.

5 THE COURT: All right. Do you want to take a few
6 minutes to revise your outline?

7 MR. WADE-SCOTT: That would be perfect.

8 THE COURT: Let's take five.

9 MR. WADE-SCOTT: Thank you, Your Honor.

10 THE COURT: All right.

11 (Recess.)

12 THE COURT: All right. Are you ready to proceed?

13 MR. WADE-SCOTT: Yes, Your Honor.

14 THE COURT: Okay. Mr. Griffin, please retake the
15 stand.

16 THE WITNESS: Yes, Your Honor.

17 THE COURT: Okay.

18 BY MR. WADE-SCOTT:

19 Q. Showing you what's previously been marked Exhibit 140.

20 Do you recognize Exhibit 140 as e-mails that you
21 exchanged with Mr. Bias?

22 A. Well, I'm just looking for my name.

23 Q. I'll start at the bottom. On August 31, 2020, Mr. Bias
24 e-mails you, Mr. Girardi and Mr. Kamon and others on the cc
25 line?

1 A. Yes, I see that.

2 Q. Mr. Bias asks for a response for when you will send the
3 rest of that money, right?

4 A. Well, he's addressing this to Mr. Girardi, but says "Good
5 day, Tom."

6 Q. You respond to this e-mail, right, on September 3rd?

7 A. Well, that's -- that's certainly an e-mail from me. I
8 can't tell if it's in response to the last e-mail, but ...

9 Q. You don't know if your September 3rd e-mail is responding
10 to Mr. Bias's e-mail?

11 A. What are the dates? I'm sorry. This was August 31st.

12 Q. August 31 and then September 3.

13 A. I don't know if my e-mail here is a response to his or
14 not, but it looks like an e-mail I'm sending to Bias.

15 Q. Did you receive this e-mail from Mr. Bias on August 31?

16 A. Well, I assume I did. My name is on the "to" line.

17 Q. And you sent this e-mail to Mr. Bias, regardless of
18 whether or not it's a response, you sent that to Mr. Bias?

19 A. Yes, it appears I did.

20 Q. You say, "I know that you addressed this to Mr. Girardi
21 and I am confident that he will respond officially once he is
22 able," right?

23 A. Yes.

24 Q. It says, "I did just get notice from Mr. Girardi that he
25 was able to release a large wire of funds today on your

1 cases."

2 Did you speak to Mr. Girardi about wiring more of the
3 client money in early September?

4 A. Yes.

5 Q. What did he say at that time?

6 A. Well, we had received some attorney fees on a case that
7 had settled, and he approved sending out 1.5 million at that
8 time.

9 Q. It was your understanding that attorneys' fees were being
10 used to pay what was owed to the clients?

11 A. Yes.

12 THE COURT: What matter was it?

13 MR. SABA: Well, Your Honor, I don't know the answer
14 to this, but that may invade on an attorney-client privilege.

15 THE COURT: Was it on a filed case?

16 THE WITNESS: It was on a filed case.

17 THE COURT: All right. There's no privilege relating
18 to the name of the case. Go ahead.

19 THE WITNESS: To be honest, Your Honor, I'm not sure
20 of the name of the case.

21 THE COURT: All right.

22 THE WITNESS: It was an employment -- it was an
23 employment case that I --

24 THE COURT: Well, my question is -- and that was
25 preliminary. My real question is do you know if the money

1 that was being used to fund this next tranche of payments to
2 the Indonesian clients came from attorneys' fees on another
3 case or from settlement funds on another case that belonged to
4 the clients in that case?

5 THE WITNESS: It came from attorney fees.

6 THE COURT: How do you know that?

7 THE WITNESS: Because it was a case that I worked on.

8 THE COURT: All right.

9 All right. Go ahead.

10 BY MR. WADE-SCOTT:

11 Q. Are you aware of the prohibition on fee sharing with
12 clients?

13 MR. SABA: Objection. Irrelevant.

14 THE COURT: We're long past that. I mean that in all
15 seriousness.

16 MR. WADE-SCOTT: That's fine, Your Honor. I won't
17 ask any more questions about it.

18 THE COURT: Go ahead.

19 BY MR. WADE-SCOTT:

20 Q. It was your understanding as of this day that the clients
21 were being paid with attorneys' fees that had come in from a
22 different case?

23 A. Correct.

24 Q. You spoke about that with Mr. Girardi explicitly?

25 A. Yes.

1 Q. Did you tell that to Mr. Bias?

2 A. No.

3 Q. You did not tell him that we're paying you with different
4 money?

5 A. No, I did not say that.

6 Q. Did you ever explain that fact to any Edelson attorney?

7 A. No, I don't believe so.

8 THE COURT: Did you ever talk to Mr. Lira?

9 THE WITNESS: I don't recall discussing it with
10 Mr. Lira at that point in time. He had already left.

11 THE COURT: Did you intend to imply to Mr. Bias in
12 that second line, "I did just get notice from Mr. Girardi that
13 he was able to release a large wire of funds today on your
14 cases," did you intend to convey to Mr. Bias that the money
15 going to him was Boeing money?

16 THE WITNESS: No, I was not intending it either way,
17 just that money was coming to him.

18 THE COURT: Well, it seems to be carefully written,
19 and that's why I asked if you were intentionally trying to be
20 silent on the issue of where this money came from.

21 THE WITNESS: No, I don't recall trying to be silent
22 or sly about that, Your Honor.

23 THE COURT: But you didn't get notice from
24 Mr. Girardi on that, did you? This was money that you -- fees
25 that you had earned, correct?

1 THE WITNESS: Well, fees that the firm had earned on
2 a case that I had worked on.

3 THE COURT: Right. Did you have an actual
4 conversation with Girardi where you and he discussed how fees
5 you had earned would then be used to fund some of the
6 settlement proceeds for the Boeing clients?

7 THE WITNESS: Well, I do recall a conversation where
8 I told him that this money had come in and he said send a
9 million five on -- to the Boeing clients.

10 THE COURT: All right. And how much were those fees?
11 How much -- beyond the million five sent to the clients, what
12 else did you have fee wise that would have been available to
13 pay them if you chose to give the entirety of the fees to
14 them?

15 THE WITNESS: I believe the total fees were about
16 2.4.

17 THE COURT: All right. So there's another \$900,000
18 available if -- to pay the -- at least some of the deficiency
19 that was owed to these Boeing clients, correct?

20 THE WITNESS: Well, he had also approved a -- a
21 \$400,000 wire to another client on a case that I had worked
22 on, the one that I mentioned earlier that had got -- received
23 periodic payments so that his account could be closed out.

24 THE COURT: So that came out of the attorneys' fees
25 from this employment case also?

1 THE WITNESS: Correct.

2 THE COURT: And how did -- how was the decision made
3 to give preference to fully funding the remainder of the
4 settlement for the other client on an unrelated case versus
5 these five -- or the four Boeing clients?

6 THE WITNESS: Well, it was -- it was my suggestion
7 that the 400 be paid to close out that account just because
8 that was another one of the cases that I had been working on.

9 THE COURT: Did it occur to you at this point when
10 you had to use funds from attorneys' fees that just came in
11 the door apparently -- they had just come in the door; is that
12 correct?

13 THE WITNESS: They had come in the door, yeah, at or
14 about that time.

15 THE COURT: Did it occur to you at that time, which
16 is early September 2020, that the money may not even be there?

17 THE WITNESS: Certainly at this point in time, yes, I
18 was definitely concerned that there were problems with the
19 trust account.

20 THE COURT: Did you ever see the bank statement
21 that -- was a trust account a single bank account? If you
22 know?

23 THE WITNESS: I don't know.

24 THE COURT: All right. Do you know anything about if
25 it was divided up in multiple accounts or a single trust

1 account with multiple divisions so the money could be escrowed
2 for particular clients?

3 THE WITNESS: I don't know.

4 THE COURT: Who would know that?

5 THE WITNESS: Well, I know that we have exhibits here
6 that have checks and bank statements and stuff like that,
7 but -- well, certainly Mr. Kamon would know.

8 THE COURT: All right. Well, I guess we'll get into
9 that if the exhibits are in here. I haven't reviewed them
10 all.

11 Go ahead with your questions.

12 BY MR. WADE-SCOTT:

13 Q. Mr. Bias responds to you and again asks why he hasn't
14 received the full amount, right?

15 A. Could you direct me to where you're looking?

16 Q. On the bottom of 140-1, there's an e-mail from Bias
17 Ramadhan to Keith Griffin on September 4th?

18 A. Yes.

19 Q. At the bottom of the e-mail, he says, "It seems the amount
20 of money wired to us, not full amount. The ladies is
21 questioning why. It's not like what Mr. Tom promises to the
22 ladies."

23 A. I see that.

24 Q. Do you explain to Mr. Bias at this time why he didn't get
25 the full amount?

1 A. I don't know if I sent an e-mail in response to this or
2 not, but I most likely left that to Mr. Girardi.

3 Q. You did not inform Mr. Bias that he had been partially
4 paid with attorneys' fees from a different case?

5 A. No, sir.

6 Q. Even though you knew that Mr. Girardi had lied to Mr. Bias
7 in May?

8 A. Correct, I did not inform him of that.

9 Q. But you left it to Mr. Girardi to communicate with
10 Mr. Bias in September about why he hadn't been paid?

11 A. I did. I mean, it was his firm.

12 MR. WADE-SCOTT: I have just a couple of more
13 exhibits, Your Honor.

14 THE COURT: Go ahead.

15 MR. WADE-SCOTT: This will be Exhibit 143.

16 BY MR. WADE-SCOTT:

17 Q. This is an e-mail thread, at the bottom of 143-1, do you
18 see there's an e-mail here that begins from Rare Movie to
19 Keith Griffin, Tom Girardi, George Hatcher, and others?

20 A. Yes, I see it.

21 Q. And there's an e-mail string beneath that. Did you
22 receive these e-mails on 143-2?

23 A. Well, I can only comment on the ones where I see my name.

24 Q. Is it your understanding that when you receive an e-mail
25 in this format where there's -- at the bottom of 143-1, it's

1 from Rare Movie to Keith Griffin. Do you understand the text
2 of these other e-mails would have been included when you
3 received that?

4 MR. SABA: Lack of foundation.

5 THE COURT: Overruled.

6 BY THE WITNESS:

7 A. I don't know one way or the other.

8 BY MR. WADE-SCOTT:

9 Q. But you did at least receive this top e-mail where
10 Mr. Bias says he hasn't received an answer to his previous
11 e-mail, right?

12 A. I see that.

13 Q. Mr. Bias says, "One more thing. We want to know where is
14 our settlement money all this time. We need an explanation."
15 That's at the top of 143-2. You see that, right?

16 A. Yes.

17 Q. He says, "I know you read my e-mail, Mr. Keith and
18 Mr. Girardi. I expect an answer ASAP," right?

19 A. Yes.

20 Q. You respond to him on November 18, 2020, right?

21 A. Yes.

22 Q. You say, "I understand your concern in wanting
23 clarification and details. Mr. Girardi is the sole owner of
24 the firm and is the person with whom you need to speak."

25 And then you offer to set up a phone call, right?

1 A. Yes.

2 Q. You don't tell Mr. Bias at this point that his settlement,
3 to the extent he's received it, was funded in part with
4 different attorneys' fees?

5 A. No, sir.

6 Q. You don't tell him that Mr. Girardi has been lying to him?

7 A. No, sir.

8 Q. You just try to set up a call between him and Mr. Girardi?

9 A. Yes. That was the advice I had been given after reaching
10 out for an ethics opinion.

11 Q. How did you reach out for an ethics opinion?

12 A. I called a former member of the state bar that I knew was
13 working with an ethics office.

14 Q. That person was no longer a member of the state bar?

15 A. No.

16 Q. So this was not an official opinion of the state bar; it
17 was another attorney's opinion?

18 A. An ethics attorney's opinion, correct.

19 THE COURT: And when did you reach out to this
20 person?

21 THE WITNESS: Well, it would have -- I believe it was
22 the day before -- or could have been this exact day because
23 the instruction I was given was you should try to set up a
24 phone call between the clients and Mr. Girardi.

25 THE COURT: All right. And was it true, Mr. Girardi

1 had surgery?

2 THE WITNESS: He did.

3 THE COURT: So that is a truthful statement, he had
4 surgery last week and is currently at home recovering?

5 THE WITNESS: Yes.

6 THE COURT: Okay. And this person you consulted
7 with, this is someone -- it's an attorney you spoke to?

8 THE WITNESS: Yes.

9 THE COURT: All right. What's his name?

10 THE WITNESS: His name is Murray Greenberg.

11 THE COURT: And how do you know him?

12 THE WITNESS: I know him just from events through
13 Girardi Keese.

14 THE COURT: How long have you known him?

15 THE WITNESS: Probably ten years.

16 THE COURT: Why didn't you call him in early April
17 when this whole saga started?

18 THE WITNESS: I don't know. I really thought that
19 Girardi was going to deliver and pay the clients and I guess I
20 was overly hopeful at that point in time.

21 THE COURT: You understand calling Mr. Greenberg
22 wouldn't -- wouldn't out you if you called him in a
23 confidential way where he would go back and call Mr. Girardi
24 and say your employee is saying bad things about you; you
25 didn't expect Mr. Greenberg to violate any confidences you

1 gave him?

2 THE WITNESS: No, I didn't, but he was certainly
3 friendly with Mr. Girardi as well.

4 THE COURT: Well, it didn't stop you in November from
5 calling him apparently.

6 THE WITNESS: No, but in November, I was certainly
7 feeling like things were -- were getting very bad.

8 THE COURT: Well, things were very bad in April.
9 When did you reach the point -- there's lies by Girardi, you
10 know, just fantastic lies in letters he's sending out.
11 There's misrepresentations about the money being funded. You
12 knew when the -- when that last tranche of money was sent out,
13 it was not being funded with Boeing money, it was being funded
14 with attorneys' fees from an employment case.

15 Didn't you know at that point it was time -- if you
16 couldn't confront Girardi, for whatever reason, that it was
17 time to get some help by reaching out to someone and getting
18 an opinion about the untenable position you were in and the
19 fact that you were being forced to say things to clients,
20 other people -- take that last part back.

21 Didn't you realize at that point when the last
22 tranche of money was sent out that you needed to consult with
23 somebody about your exposure?

24 THE WITNESS: Your Honor, at that point I think I was
25 just more focused on trying to make sure that more money kept

1 going out to the clients, and I guess I wasn't as concerned
2 about where the money was coming from as long as it was
3 getting to the clients.

4 THE COURT: What was your salary at Girardi Keese?
5 Did you have a salary or is it all a percentage of income you
6 brought in?

7 THE WITNESS: I had a salary.

8 THE COURT: And did you also get a piece of any cases
9 that you settled that you brought in or that you worked on?

10 THE WITNESS: Only on rare occasions.

11 THE COURT: All right. What was your salary?

12 THE WITNESS: It was 450,000 a year.

13 THE COURT: And in addition, on rare occasions, you
14 would get a bonus or some other part of any case you may have
15 brought in where you got a percentage of any settlement or
16 verdict?

17 THE WITNESS: That was often promised, but I don't
18 think I had received one in many years.

19 THE COURT: And that salary, did you get bonuses or
20 was that the extent of your salary?

21 THE WITNESS: That was the extent of my salary.

22 THE COURT: Okay. And you were still getting paid
23 throughout his whole period even though -- well, it was
24 obvious some people weren't getting paid, the Boeing people.
25 You were still getting your draws or your monthly -- however

1 you're paid, monthly --

2 THE WITNESS: Twice a month.

3 THE COURT: Twice a month. You were still getting
4 paid up until December of 2020; is that correct?

5 THE WITNESS: Up until the end of November.

6 THE COURT: All right. Okay.

7 Continue.

8 BY MR. WADE-SCOTT:

9 Q. Did you actually set up a call between Mr. Girardi and the
10 Boeing clients?

11 A. No, I believe they declined the call, to have the call.

12 Q. So you don't know if they spoke with him in November or
13 you think they did not?

14 A. I believe that they spoke -- Mr. Girardi spoke with
15 Mr. Hatcher at or about that time, but I don't believe that he
16 spoke with the clients.

17 Q. And you said you referred the clients at some point to a
18 malpractice attorney?

19 A. Yes, I referred them to a lawyer. I referred Mohamed
20 Eltaher who was the referring lawyer to a firm to file a claim
21 against Girardi Keese.

22 Q. Who was the lawyer you referred Mohamed to?

23 A. To -- the firm is Abir Cohen Treyzon, and I referred them
24 specifically to Robert Finnerty.

25 Q. Has Robert Finnerty ever worked at Girardi Keese?

1 A. Yes.

2 Q. When did he leave Girardi Keese?

3 A. I don't know if he left in 2018 or 2019.

4 Q. So at least within the last two years of November 2020

5 Mr. Finnerty was a Girardi Keese lawyer?

6 A. Yes.

7 MR. WADE-SCOTT: One last confidential exhibit,
8 Your Honor.

9 THE COURT: Before we get there.

10 MR. WADE-SCOTT: Yes.

11 THE COURT: This referring attorney Mohamed, did he
12 know anything about this shortfall? Did you have discussions
13 with him about any of this?

14 THE WITNESS: No. I believe -- I believe the only
15 conversation I had with Mohamed was on or around November 29th
16 when I told him about -- that the clients should sue Girardi.
17 But I believe he was being copied on all of the client
18 correspondence that was going on throughout the whole year.

19 THE COURT: I didn't see that, but if it's -- well,
20 it's either on there or not. No point going through that
21 again. I'll look at these exhibits.

22 But did you have conversations with Mohamed, I guess
23 is the point, other than -- if he's copied on e-mails, did he
24 ever call you up and say what on earth is going on or anything
25 like that?

1 THE WITNESS: No.

2 THE COURT: All right. And did you ever confide in
3 him and say we've got a real problem here?

4 THE WITNESS: No.

5 THE COURT: Okay.

6 Go ahead.

7 BY MR. WADE-SCOTT:

8 Q. During the fall, you were speaking with Mr. Balabanian
9 occasionally about these cases, right?

10 A. Yes.

11 Q. You understand that he's talking directly to Mr. Girardi
12 at various points?

13 A. Yes, he was.

14 Q. But you didn't forward any of these client contacts to any
15 Edelson attorney at any point, right?

16 A. The client e-mails?

17 Q. That's correct.

18 A. I don't believe so.

19 Q. Or the correspondence from Tom to the clients, you didn't
20 forward that to Edelson attorneys?

21 A. No, I don't believe so.

22 Q. You didn't tell any Edelson attorney that client
23 settlements were being funded with Girardi Keese's attorneys'
24 fees?

25 A. No, sir.

1 MR. WADE-SCOTT: I'm going to show that confidential
2 exhibit now.

3 THE COURT: All right. What number?

4 MR. WADE-SCOTT: This will be Exhibit 320.

5 THE COURT: I don't have a 320.

6 MR. WADE-SCOTT: This is in Mr. Griffin's production.

7 THE COURT: All right.

8 MR. WADE-SCOTT: We filed our exhibits under seal
9 last night. I don't know if Mr. Griffin's counsel or
10 Mr. Lira's counsel did that.

11 MR. SABA: I thought you gave the Judge binders.

12 THE COURT: He gave binders of their exhibits. Do
13 you have binders also?

14 MR. SABA: Oh, no. I was under the impression they
15 were bringing binders for everybody. I'm sorry.

16 THE COURT: That's okay. We'll put it on the screen
17 and we'll work this out in a while. Go ahead and put this
18 exhibit up on the screen.

19 MR. WADE-SCOTT: I'm sorry to jump, Your Honor.
20 There's confidential information on the exhibit.

21 THE COURT: Yeah. It won't be shown to the public
22 feed.

23 MR. WADE-SCOTT: Okay.

24 THE COURT: And it's Exhibit 320?

25 MR. WADE-SCOTT: 320. It's marked at the bottom

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1 320-1.

2 THE COURT: Is it -- we haven't been calling these
3 Edelson, Griffin, Lira exhibits, but it's just by number?

4 MR. WADE-SCOTT: Yes, we worked with everyone to
5 number each exhibit so that each has a distinct number.

6 THE COURT: All right. Okay. So Exhibit 320.

7 BY MR. WADE-SCOTT:

8 Q. Exhibit 320 is a memo that you say you sent to
9 Mr. Girardi, right, Mr. Griffin?

10 A. Yes, sir.

11 Q. That was on December 2, 2020?

12 A. Correct.

13 Q. Was that before or after you became aware that Edelson had
14 filed a motion in this case to hold the firm in contempt?

15 A. I don't recall. I don't know if it was before or after.

16 I mean, I had made my decision that I was leaving Girardi
17 Keese if he didn't follow through with his November 30th
18 promise. So this was a memo I prepared as I was getting ready
19 to leave on Friday.

20 Q. And that accurately reflects the amount presently owed to
21 the clients as of December 2, 2020?

22 A. I believe it does.

23 Q. There's nothing else in this memo about the last couple of
24 months, right?

25 A. I'm sorry?

1 Q. You don't have anything in here about things that you've
2 told Mr. Girardi in the last few months?

3 A. No, I had sent separate documents on that.

4 Q. You sent Mr. Girardi other memos essentially saying pay
5 the clients; is that right?

6 A. Many, many memos.

7 MR. WADE-SCOTT: Last exhibit, Your Honor. This will
8 be Exhibit 147.

9 BY MR. WADE-SCOTT:

10 Q. This is the transcript of the proceeding on December 14th
11 in this Court. Have you seen this before, Mr. Griffin?

12 A. I don't believe so.

13 Q. On 147-15 at line 9, the Court asks you what your position
14 is on the receipt and distribution of these funds, right?

15 A. I see that.

16 Q. On line 16 to 17, you defer to Mr. Girardi's counsel on
17 the receipt of those funds, right?

18 A. Yes.

19 Q. But you knew that they had been received at that point,
20 right?

21 A. Well, it was receipt and distribution of the funds.

22 Q. And you knew quite a bit about the distribution of the
23 funds at this point, right?

24 MR. SABA: Objection. Relevance, Your Honor.

25 THE COURT: Sustained.

1 This is -- he had counsel at that time. There's
2 nothing on the face of this that is, given the inquiry I had,
3 that's false which would be relevant if it were. There's
4 nothing on the face of it. He said I never had access,
5 possession or control of any of the settlement funds in the
6 Lion Air settlement. That's consistent with his testimony
7 today, unless I heard something different, but that's been his
8 position. It's his attorney's position in opening statement
9 and multiple times in briefs. So I don't view anything here
10 as relevant to that inquiry.

11 I do have a question, though, sir. You said you
12 resigned after Girardi failed to keep his promise on November
13 30th. What are you talking about there?

14 THE WITNESS: He had -- he had made a promise through
15 Mr. Hatcher and to the clients I believe that he sent in the
16 letter in early November that he would have the funds, all
17 their funds to them by November 30th.

18 THE COURT: Which exhibit was that? We may have gone
19 through that, and I may have just --

20 MR. WADE-SCOTT: I picked up the pace quite a bit,
21 Your Honor. I can find an exhibit that evidences --

22 THE COURT: That's fine. Your understanding is there
23 was something that Girardi sent to Hatcher and the client
24 saying I'll have you paid by November 30th?

25 THE WITNESS: Correct.

1 THE COURT: And, of course, he didn't, and that's
2 when you resigned?

3 THE WITNESS: That's when I had made my mind up to
4 resign. That's when I was going to go and I started packing
5 up my office and I was out by that Friday.

6 THE COURT: All right. That's fine.

7 And, Mr. Scott, not a criticism. I'm sure you would
8 have gotten to that exhibit if you hadn't cut things down, but
9 we needed to move it along.

10 MR. WADE-SCOTT: That's the end of my questions right
11 now, Your Honor.

12 THE COURT: Mr. Griffin's attorney, Mr. Saba, do you
13 have some questions?

14 MR. SABA: Yes, Your Honor. I do need to go through
15 some of these memos and stuff, so please bear with me.

16 THE COURT: Pardon me?

17 MR. SABA: We have to get the memos into evidence so
18 I'm going to have to go through them.

19 THE COURT: Go ahead. You can do it from a seated
20 position or you can go up to the podium, whatever you're
21 comfortable doing.

22 MR. SABA: Before we do that, I would like to put up
23 Exhibit 104-67 that was previously shown to Mr. Griffin.

24 THE COURT: Okay. Can this be shown to the public?

25 MR. SABA: Yes, I think it can.

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1 THE COURT: I would assume every one of these can be
2 unless you tell me up front that it can't.

3 MR. SABA: I would also like Mr. Griffin to refer to
4 Exhibit 311-17, and if we can put both of them up side by
5 side, that would be great.

6 THE COURT: Does he have the 300 exhibits?

7 MR. SABA: We'll put it up. I was under the
8 impression that the full binders were up there.

9 MS. ROBIE: Ms. Wall, I'm the one on media 1.

10 THE CLERK: I think I got it.

11 THE COURT: It looks like we have -- on the left side
12 is what?

13 MR. SABA: On the left side is Exhibit 104-007 which
14 was shown by the Edelson firm to Mr. Griffin during his
15 cross-examination.

16 THE COURT: Okay.

17 CROSS-EXAMINATION

18 BY MR. SABA:

19 Q. And Exhibit 311-17, do you recognize that as the same text
20 chain but complete, Mr. Griffin?

21 A. Yes.

22 Q. Okay. And that text chain actually contains an additional
23 series of text messages that are not shown in the exhibit that
24 was identified by the Edelson firm; is that correct?

25 A. That's correct.

1 Q. Okay. And this was the chain where Mr. Scharg asked you,
2 "Hey, Keith, did the Boeing money come in," and we were
3 talking about the second set of settlements, and you wrote,
4 "Ari, I actually don't know. I will find out." And
5 Mr. Scharg wrote back, "David Lira just brought me up to speed
6 on his situation. Yikes. Anyways, he said those cases have
7 been funded so please let me know. Thank you."

8 Do you see that?

9 A. Yes.

10 Q. That wasn't shown to you by the Edelson firm in their
11 presentation, was it?

12 A. It was not.

13 Q. Okay.

14 THE COURT: What does this refer to? Why don't we
15 explain -- what did you understand Mr. Scharg to mean when he
16 said "David Lira just brought me up to speed on his situation.
17 Yikes"?

18 THE WITNESS: Well, that Mr. Lira had explained to
19 him that only half the money had gone out to the first four
20 cases. And I assumed that's what the "yikes" meant.

21 THE COURT: All right.

22 BY MR. SABA:

23 Q. Okay. When you first started working for Girardi & Keese,
24 what was your impression of Tom Girardi?

25 A. I mean, he was larger than life. He was -- he was the

1 trial lawyer in California, if not the country. I mean,
2 everyone knew him. He was kind of a legal celebrity I guess.

3 Q. Was your office always near Mr. Girardi's office?

4 A. Not always, no.

5 Q. At the beginning where were you housed in the firm?

6 A. Well, I worked on the other side of the building closer to
7 Mr. O'Callahan.

8 Q. Were you scared of Tom Girardi?

9 A. Oh, I -- I remember being very scared of Tom Girardi. I
10 would -- I would try and find ways to avoid walking in front
11 of his office so as not to get questioned about something I
12 might not know the answer to.

13 Q. What would happen if you were questioned and didn't know
14 the answer to it?

15 A. Well, he had a temper. I mean, he would, you know, cut
16 you up or, you know, wait until you left and made fun of you.
17 He -- I mean, he was outwardly very generous and kind and
18 charismatic, but internally, he could be very vindictive.

19 Q. What do you mean by that?

20 A. Well, very few lawyers left the firm, and the reason was
21 that if you left the firm, he would generally attack you as
22 having, you know, been worthless and good riddance and, you
23 know, good thing we got rid of so-and-so because they didn't
24 contribute anyways.

25 He was -- I mean, at one point, we had a federal

1 judge that had retired and come to work for us and left, and
2 he cut him up, you know, saying he was the laziest lawyer he
3 had ever come across and he wasn't pulling his weight. He was
4 just very spiteful.

5 Q. Tell me what the office of Girardi & Keese looked like.

6 A. Oh, it was basically a shrine to Tom Girardi. I mean,
7 there was plaques from every organization on every inch of
8 every wall in the office. I mean, the conference room had a
9 giant portrait of him. His desk was filled with trophies and
10 different accolades and pictures with politicians and
11 celebrities and you name it from L.A., who's who, he had a
12 picture with them.

13 Q. Did Mr. Girardi ever host political events at the firm or
14 at restaurants?

15 A. Yes, he did. He did. He would host events either at the
16 firm or one of the restaurants. He would go to Morton's. He
17 would host events for presidents, vice presidents.

18 Q. What political -- what political figures did he introduce
19 you to?

20 A. I mean, Joe Biden, Kamala Harris, Bill Clinton.

21 Q. Senators, congressmen?

22 A. Senator Harry Reid, various congressmen, local California
23 congressmen and senators.

24 THE COURT: I appreciate the questions, and I know
25 you just started. A coercion defense isn't persuasive to me.

1 I don't care who Tom Girardi was. This witness was an adult.
2 He had been an attorney for 20 years. I'm not going to be
3 considering as credible any claim that a person was afraid of
4 another human being, a member of the bar, that person being a
5 person who supposedly was afraid or cowed a member of the bar,
6 a person in his late forties who had been an attorney for 20
7 years. Maybe that's a reason, but it's not an excuse. So
8 keep that in mind.

9 MR. SABA: Yes, Your Honor. And I just want to have
10 the Court be aware of what the environment was like because
11 the environment is the reason why the communications are the
12 way that they were made to Mr. Girardi.

13 THE COURT: Fair enough. Conduct it as you wish, but
14 just understand where I'm coming from because, ultimately, I'm
15 the factfinder.

16 MR. SABA: That's fair.

17 BY MR. SABA:

18 Q. Mr. Girardi hosted large, lavish parties?

19 A. Yes, he did.

20 Q. And celebrities, musicians, politicians would show up to
21 these parties?

22 A. Yes.

23 Q. You understood that Tom Girardi's firm had settled lots of
24 large cases before?

25 A. Yes, very large cases.

1 MR. SABA: Can we show Exhibit 321, please?

2 BY MR. SABA:

3 Q. Is 321 the website biography of Girardi & Keese for Thomas
4 Girardi?

5 A. It appears to be.

6 Q. If you could scroll down, please, to the representative
7 settlements. It says here that the firm settled a
8 \$4.85 billion settlement with pharmaceutical giant Merck?

9 A. Yes.

10 Q. Turn to the next page. The firm settled a \$1.9 billion
11 settlement with California consumers who were defrauded by a
12 manipulation of natural gas prices?

13 A. Yes.

14 Q. 1.7 billion for California consumers who were defrauded by
15 a manipulation of natural gas prices?

16 A. Yes.

17 Q. A 333 million and a \$300 million settlement for residents
18 of Hinkley which was made famous by the film of Erin
19 Brockovich?

20 A. That's true.

21 Q. A \$200 million settlement with bad faith?

22 A. Yes.

23 Q. At any time prior to this Boeing situation, did you ever
24 have any doubt that Tom Girardi was having an inability to pay
25 a \$2 million amount of money to anybody?

1 A. No.

2 Q. Did Tom Girardi portray lavish wealth to you and the rest
3 of the firm members?

4 A. He did.

5 Q. And I heard you say earlier there was planes. Describe
6 the planes that Mr. Girardi had.

7 A. He had two planes, a Gulf Stream jet and a smaller King
8 Air.

9 Q. Prior to this Boeing situation, did you have any reason to
10 doubt that Tom Girardi would not make payments to a client?

11 A. No, I thought he was going to pay them.

12 Q. At the height, how many lawyers did the firm have?

13 A. Probably 30, 35.

14 Q. At any time that you worked at Girardi & Keese, did you
15 ever have conversations with Tom Girardi about the firm's
16 finances?

17 A. No.

18 Q. Was that something Tom Girardi would ever talk to you
19 about at all?

20 A. He would not talk to me about that.

21 Q. And we talked about -- we know we have the Boeing -- I'm
22 sorry. We know we have the stipulation with Edelson about the
23 trust account. I won't go through that with you. But did you
24 have access to any of the firm's bank account statements?

25 A. I did not.

1 Q. Did you have access to any mobile applications or website
2 applications that would allow you to review the finances of
3 the firm?

4 A. I did not.

5 Q. Did you even know how many bank accounts the firm had?

6 A. I did not.

7 Q. The judge asked you how much money you were making at
8 Girardi & Keese. When was the last time you received a raise
9 prior to your resignation?

10 A. Oh, it had been at least ten years, if not more.

11 Q. So for ten years you made the same amount of money, no
12 raises, and sporadic, if any, bonuses; is that correct?

13 A. Correct.

14 Q. So why did you stay at Girardi & Keese so long if you
15 didn't get a raise for ten years?

16 A. Well, you know, before the last year, it was -- it was a
17 good firm to be at. I had been able to try a lot of cases,
18 win some, do some good for people. I had gotten a lot of
19 experience. I liked the people that I was working with. And,
20 you know, I enjoyed being there.

21 Q. Now, let's focus in on the specific four plaintiffs,
22 Ms. Anice, Ms. Septiana, Ms. Dian, and Mr. Bias. Do you know
23 how they became clients of the firm?

24 A. They were brought from George Hatcher to Tom Girardi.

25 Q. And --

1 A. I should say George Hatcher and Mohamed Eltaher to Tom
2 Girardi.

3 Q. And how did you get the assignment to work on the Lion Air
4 cases?

5 A. You know, I'm not exactly sure, but he probably maybe sent
6 me one of the retainers or a memo or something that asked me
7 to work on it.

8 Q. So I know we had a timeline that the Court has the benefit
9 of, so we won't overkill it, but just quickly, in July of
10 2019, there was a general meeting of counsel for the parties
11 with a Judge Don O'Connell. Do you recall that?

12 A. Yes, I was there.

13 Q. And that was the first time that there was a beginning of
14 sort of a meet-and-greet to start discussing settlement with
15 Boeing?

16 A. Yes.

17 Q. And then there was a formal mediation on August 29, 2019.
18 Did you attend that mediation?

19 A. I did.

20 Q. Okay. And that mediation was where?

21 A. In Chicago.

22 Q. And did it result in a settlement at that time?

23 A. No.

24 Q. There was another mediation on October 30, 2019. What
25 happened at that mediation?

1 A. I was not there for that mediation.

2 Q. Did you get an understanding as to what happened at that
3 mediation from other lawyers assigned on this case?

4 A. Well, I was getting text messages from Mr. Scharg that the
5 case had resolved globally for a certain amount.

6 Q. Okay. And after there was ultimately a settlement, did
7 it -- somehow there were some issues with that settlement?

8 A. Yes.

9 Q. Did those issues get ironed out by December of 2019?

10 A. Yes.

11 Q. And after there was an ironing out of the settlement
12 monies, what was the next step in the process?

13 A. The settlement agreements were drafted and --

14 Q. Well, first, was there an allocation that needed to be
15 made?

16 A. Yes, I'm sorry. Because they were global settlements, we
17 had retained the services of retired judge Jaime Corral to
18 allocate the global amount as between the plaintiffs.

19 Q. And then after there was an individualized assessment or
20 allocation for each of the individual clients, what was the
21 next step?

22 A. I believe at that point the settlements were drafted, the
23 settlement agreements.

24 Q. And first did there need to be closing statements that had
25 to be prepared and signed?

1 A. Yeah, that's correct. In order to ensure that we would
2 have, you know, participation from all of the clients so that
3 we would have a deal on a global settlement, once the
4 allocations were done, accounting statements were prepared for
5 the clients to sign, that laid out how much money they were
6 going to get.

7 Q. Okay. Could you please turn to Exhibit 109-002? It needs
8 to be a confidential exhibit.

9 A. I have it in front of me.

10 MR. SABA: Is that okay, Your Honor?

11 THE COURT: Yeah.

12 BY MR. SABA:

13 Q. Is this an example of a closing statement from Ms. Anice?

14 A. Yes, it is.

15 Q. And who prepared these closing statements?

16 A. I believe that Mr. Hatcher's office prepared them.

17 Q. And the closing statements then required Ms. Anice to sign
18 them, yes?

19 A. Yes.

20 Q. And there was wire instructions on page 003 as well and
21 where to deliver the money?

22 A. Correct.

23 Q. Okay. And then after the closing statements were
24 prepared, then the full settlement agreements needed to be
25 prepared, correct?

1 A. Correct.

2 Q. And those settlement agreements required the money to be
3 delivered to Girardi & Keese and then wired to the plaintiffs,
4 yes?

5 A. The -- yes.

6 Q. Okay. And then after the settlement agreements were
7 signed, that's when Mr. Scharg prepared the motions for the
8 Court's approval for the minors, correct?

9 A. Yes.

10 Q. Okay. Now, the reason why I went through all that is
11 because you were shown some e-mails from George Hatcher dated
12 March 11th which I believe were Exhibit 120 to start. Nope
13 not 120. Sorry. 126. Excuse me.

14 And 126 has numbers in it as well?

15 A. Yes.

16 Q. Okay. So on March 11th --

17 THE COURT: This one is not on the public feed,
18 correct?

19 THE CLERK: No, it's not.

20 THE COURT: Okay. Very good.

21 Go ahead.

22 BY MR. SABA:

23 Q. On March 11th, Mr. Hatcher sent a series of e-mails which
24 we saw earlier which -- in which he effectively said on some
25 of them please immediately inform Boeing to deduct the

1 attorneys' fees and costs and wire them directly to, in this
2 particular case, Ms. Dian.

3 Do you see that?

4 A. Yes.

5 Q. Okay. And by the time on March 11, 2020 that George
6 Hatcher had written these e-mails, wasn't it true that the
7 individual plaintiffs had signed their settlement statements?

8 A. Yes.

9 Q. And the settlement agreements had been drafted and already
10 signed?

11 A. Yes.

12 Q. And the motions for approval were filed, some of them,
13 most of them were filed with the Court?

14 A. Yes.

15 Q. And the Court had issued orders, for example, to Ms. Dian
16 by March 4th?

17 A. Correct.

18 Q. And according to our timeline chart and our stipulation
19 with Boeing, Boeing actually delivered the money for Ms. Dian
20 on March 11th, yes?

21 A. Right.

22 Q. So it was impossible at this point for you to comply with
23 Mr. Hatcher's belated requests, correct?

24 A. I believe so.

25 Q. And that goes true as well for Mr. Bias's money, which was

1 on Exhibit 127, and Ms. Septiana's money, which was also
2 Exhibit 127-003?

3 A. Correct.

4 Q. Turning your attention to April of 2020, specifically
5 Exhibit 130-1. This was an e-mail that was sent by George
6 Hatcher to Girardi & Keese personnel dated April 15. You see
7 that?

8 A. Yes.

9 Q. Okay. When this e-mail came in on April 15 to Tom
10 Girardi, did you go speak with Tom Girardi?

11 A. Let me just refresh my recollection by reading it.

12 Q. Take your time.

13 A. I would have either spoken to him or sent him a memo,
14 again, you know, reminding him that the money had come in. I
15 had already sent the first four memos, but I likely would have
16 addressed it with him again.

17 Q. And do you recall what Mr. Girardi said to you in response
18 on or around April 15th?

19 A. I mean, every time that I brought up paying the clients
20 with Tom Girardi, he shut me down; and it grew worse and worse
21 to the point where he would -- he would say, you know, "I'm
22 handling this. This is not Girardi and Keith." He would
23 storm off and walk away from me. That's generally what
24 happened.

25 Q. Would you speak with Tom Girardi on a weekly basis about

1 paying the Boeing clients from April through November?

2 A. I would say so.

3 Q. Let's look at Exhibit 133 again. These have numbers in
4 it. This is how much --

5 MR. SABA: So we'll not put this up in the public
6 view.

7 BY MR. SABA:

8 Q. In addition to preparing the memo of May 4th -- well,
9 first of all, you delivered this memo to Tom Girardi?

10 A. Yes, I did.

11 Q. Okay. And in addition to preparing this memo, did you go
12 speak with Tom Girardi about this?

13 A. Yeah, I would have, a similar conversation as to what I
14 just described.

15 Q. And was it then that Mr. Girardi ultimately told you,
16 okay, we're going to pay half of the money?

17 A. Well, he told me that I think two days later, but
18 obviously I had somehow gotten through to him.

19 Q. Now, I know you described and this Court asked you what
20 happened during that conversation on May 6th with Tom Girardi
21 where he told you he was only going to pay half, but I wanted
22 to focus on very specifically, when you told him that there
23 was a court order that he required to pay 100 percent, what
24 did Tom Girardi say to you and in what tone of voice?

25 A. He said, "I got it, I understand, I'll handle it." That's

1 what he said.

2 Q. And when he told you it was above your pay grade, what did
3 that mean to you?

4 A. He was telling me to butt out, that this was his firm, it
5 wasn't mine, and he was handling it.

6 Q. Now, in your mindset on May 6, 2020, did you believe that
7 Tom Girardi was going to handle it?

8 A. I did.

9 Q. And he told you he was going to pay the plaintiffs two
10 weeks later, right?

11 A. He did.

12 MR. WADE-SCOTT: Objection. I'm trying not to object
13 to leading to avoid slowing things down, but that was I think
14 objectionable, Your Honor.

15 THE COURT: Well, try and avoid the leading questions
16 if you can, but I have not heard anything here that suggests
17 an answer other than the last one. So rephrase the last
18 question.

19 MR. SABA: Sure.

20 BY MR. SABA:

21 Q. Well, we know from the e-mail that you sent to Chris Kamon
22 which was exhibit -- excuse me. Excuse me. I lost my
23 exhibit.

24 MR. SABA: The exhibit to Chris Kamon, the e-mail to
25 Chris Kamon on May 6th was?

1 MS. ROBIE: 164.

2 MR. SABA: 164. Good timing. Thank you.

3 BY MR. SABA:

4 Q. In Exhibit 164, it says 50 percent would be wired in 14
5 days.

6 Do you see that, Mr. Griffin?

7 A. Yes.

8 Q. Mr. Girardi told you that?

9 A. He told me that.

10 Q. So even though you knew it was wrong that Mr. Girardi was
11 violating a court order, you believed he was going to pay in
12 two weeks, yes?

13 A. I did.

14 Q. And is that why you didn't go see -- seek ethics counsel?

15 A. Well, yes. I believed that this money was going to get
16 paid, and I didn't even think about seeking an ethics opinion
17 at that point.

18 Q. And you knew it was wrong that Mr. Girardi was violating a
19 court order, but you didn't come to this Court and say
20 Mr. Girardi is violating a court order even though he's
21 promising to pay in two weeks. Why not?

22 A. Well, I thought he was going to take care of it. I mean,
23 that's what he was telling me. And I believed him.

24 Q. On page 135-001, this was the e-mail that was shown to you
25 about George Hatcher -- from George Hatcher, rather, on

1 May 19th.

2 A. Yes.

3 Q. Did you go speak to Tom Girardi after receiving this
4 particular e-mail?

5 A. I don't have a specific recollection at this point on
6 May 19th. I believe at this point, you know, I thought that
7 Mr. Lira was handling the situation with Mr. Girardi.

8 Q. And the situation you're referring to are the letters that
9 were sent out by Kim Cory, yes?

10 A. Correct.

11 Q. And let's look at Exhibit 170-003.

12 Mr. Lira had asked, "Did these letters go out?"

13 Do you see that?

14 A. Yes.

15 Q. Okay. And then Exhibit 171-005 -- sorry -- 007, excuse
16 me -- 007 is an e-mail from David Lira dated May 14th that you
17 were copied on, right?

18 A. Yes.

19 Q. And it says, "Kim, I wouldn't send any of these letters.
20 They are lies and can come back to haunt Tom. David."

21 Did you ever authorize Kim Cory to send false letters
22 or any letters to the four clients?

23 A. No.

24 Q. Did you ever tell Ms. Cory it's okay to go ahead and do
25 that?

1 A. No.

2 Q. In your experience -- well, strike that.

3 How long had Ms. Cory worked at Girardi & Keese?

4 A. Over 30 years.

5 Q. And she was Tom Girardi's personal secretary?

6 A. Yes.

7 Q. In your experience -- well, how about this: In your
8 opinion, if Mr. Lira had given an order to Ms. Cory not to
9 send the letters but Tom Girardi told her to do it anyway,
10 would Ms. Cory have complied with Tom Girardi's direction?

11 MR. WADE-SCOTT: Objection, Your Honor.

12 THE COURT: Overruled.

13 BY THE WITNESS:

14 A. I would think that she would follow Girardi's advice.

15 THE COURT: The witness is in a position to make a
16 lay opinion about a matter where he's been there that many
17 years and is aware of the relationship between Mr. Lira and
18 his longtime secretary. So for that reason, the objection is
19 overruled.

20 BY MR. SABA:

21 Q. Okay. By June of 2020, Mr. Balabanian appeared on the
22 scene, as they may say, correct?

23 A. Yes, I believe that's the first time that I started
24 speaking or texting with Mr. Balabanian about the case.

25 Q. Mr. Balabanian was not really involved with the litigation

1 up until then or any of the settlements or any of the issues,
2 correct?

3 A. That's correct.

4 Q. If you could please turn to Exhibit 302.

5 302 is what?

6 THE COURT: He doesn't have a binder of the hard copy
7 exhibits, so you have to put it on the screen, which is fine,
8 and I'll do the same. I'll look at it on the screen.

9 MR. SABA: Actually, Your Honor, I have an extra
10 version right here.

11 THE COURT: I got it on the screen. Is that a binder
12 with your exhibits?

13 MR. SABA: It is.

14 THE COURT: How many binders do you have?

15 MR. SABA: Well, I have this one and I have mine.
16 I'll bring you one tomorrow.

17 THE COURT: That's fine, or you can ask the Edelson
18 firm. They're local. They can draw a binder up of these.

19 MR. SABA: That would be appreciated.

20 THE COURT: Why don't you give one to the witness and
21 I'll look at it on the screen.

22 MR. SABA: Very well.

23 THE CLERK: Switch it back to public?

24 THE COURT: This one can go up on the public feed. I
25 don't see anything in it that's confidential.

1 BY MR. SABA:

2 Q. Do you have Exhibit 302 in front of you?

3 A. I do.

4 Q. Okay. So the first text is an introductory text from
5 Mr. Balabanian, yes?

6 A. Yes.

7 Q. And to the best of your knowledge, is that the first text
8 you ever received from Rafey Balabanian?

9 A. I believe so.

10 Q. Okay. So I did all that and then I have to go to 117.
11 Sorry. Let's go to 117, please.

12 117 is the letter of July 10th that you were copied
13 on that was directed to David Lira and Tom Girardi, right?

14 A. Okay.

15 Q. And in this letter there were the questions asked that we
16 had already discussed, right?

17 A. Yes.

18 Q. Now, this letter came in on July 17 -- sorry -- July 10.

19 And if you turn to page 118 -- sorry, excuse me --

20 Exhibit 118, there's a letter from David Lira to Rafey
21 Balabanian.

22 Do you see that?

23 A. I do.

24 Q. And Mr. Lira writes, "First and foremost, I have never
25 stated or represented that the entirety" --

1 THE COURT: Slow down. Go ahead.

2 BY MR. SABA:

3 Q. -- "the entirety of the cases would not fund until Boeing
4 received all 11 executed releases."

5 Do you see that?

6 A. Yes.

7 Q. "As you know, four cases were settled in late 2019. Seven
8 cases settled later on February 12th at a mediation I did not
9 attend."

10 Do you see that?

11 A. Yes.

12 Q. "We would not as a matter of practice allow a case to be
13 dismissed without cases being fully funded."

14 Do you see that?

15 A. Yes.

16 Q. So now when you were communicating with Rafey
17 Balabanian -- and we'll go through some of these texts -- he
18 was asking questions about settlements he knew full well that
19 the first four cases had been funded, yes?

20 MR. WADE-SCOTT: Objection.

21 THE COURT: Sustained.

22 BY MR. SABA:

23 Q. Did Rafey Balabanian express to you that he knew the first
24 four cases had been funded?

25 A. Yes. He certainly told me at some point in June it was

1 clear that the cases had funded and only half of the proceeds
2 had gone out to the clients.

3 MR. WADE-SCOTT: Objection.

4 THE COURT: What's the objection?

5 MR. WADE-SCOTT: Hearsay and foundation.

6 THE COURT: Hearsay is a little tricky in this case
7 since there's really -- I don't know who the party-opponent
8 is, but Mr. Balabanian is going to be testifying, so it's fair
9 game to have this witness testify to what he conveyed to
10 Mr. Balabanian and what Mr. Balabanian conveyed to him.

11 Go ahead.

12 BY MR. SABA:

13 Q. If you could please turn to Exhibit 119, page 2.

14 Mr. Balabanian sent you a text message that says,
15 "Hey, man, is Girardi going to respond? Want to jump on the
16 phone today?"

17 A. Okay.

18 Q. That was one day after the letter that Mr. Lira had
19 written and four days after the letter that Mr. Balabanian had
20 written to Mr. Girardi.

21 What did you interpret Mr. Balabanian's text message
22 to mean?

23 A. Well, I assume that he was referring to the letter
24 exchange.

25 Q. And what did you respond?

1 A. I think, "I don't know if he has read it yet. I can do a
2 call later today if that works."

3 Q. If you could turn to Exhibit 318.

4 MR. SABA: Does that got a number in it? It needs to
5 be confidential, Your Honor.

6 THE COURT: Okay.

7 BY MR. SABA:

8 Q. 318, is this a memorandum that you prepared on July 14,
9 2020?

10 A. Yes.

11 Q. And did you deliver this to Tom Girardi?

12 A. Yes.

13 Q. Why?

14 A. Well, I assume that it was in response to Rafey
15 Balabanian's request to speak with Girardi. And, again, it
16 was, you know, just reinforcing what the status was on these
17 payments.

18 Q. So you also write, "The Edelson firm, local counsel in
19 Chicago, has asked for an update on disbursements to the
20 clients and their associate counsel fees."

21 A. Yes.

22 Q. Okay. And that was -- came from the letter?

23 A. Yeah, that would have been from either the letter or the
24 text from Rafey Balabanian.

25 Q. Did you actually go speak to Tom Girardi in or around

1 July 14 or 15th?

2 A. I most likely would have if I had delivered this letter to
3 him. I don't recall if I delivered it to him personally or
4 dropped it in his -- his mailbox. I don't recall as I sit
5 here right now whether I talked to him personally.

6 Q. If you could turn to Exhibit 319, please.

7 This is another memorandum that you prepared to Tom
8 Girardi dated July 17, 2020?

9 A. Yes.

10 Q. And you advised Mr. Girardi that "the Edelson firm signed
11 declarations on the minors' compromises and settlement
12 approval motions in federal court. They need to hear back
13 from you on completing the payments to the clients. This is
14 urgent."

15 A. Yes.

16 Q. And if you look on the following pages, did you attach
17 anything to your memorandum?

18 A. It looks like I attached the July 10 letter that was
19 addressed to Mr. Girardi.

20 Q. So you were trying to get Mr. Girardi's attention to speak
21 to Mr. Balabanian?

22 A. I was, yeah. And Mr. Balabanian had indicated that he
23 wanted to speak with him, so I was trying to put the two of
24 them together.

25 Q. And if you look -- go back to Exhibit 119 and to page 4.

1 At the top of the page on July 17th, you wrote to
2 Mr. Balabanian, "He said he was going to call you."

3 A. Yes.

4 Q. Did Mr. Girardi tell you that?

5 A. He would have -- if I wrote that, then he would have told
6 me face to face that he was going to call Rafey.

7 Q. And if you continue down the page to July 20, it says,
8 "Tom called."

9 Do you see that?

10 A. Yes.

11 Q. Were you on that call?

12 A. I was not.

13 Q. Did you participate in that call in any way?

14 A. No.

15 Q. Were you invited to participate in that call?

16 A. No.

17 Q. After the call, Mr. Balabanian sent apparently this text,
18 yes?

19 A. Yes.

20 Q. Mr. Balabanian wrote, "He sounded not great. I hope he
21 gets better. He promised to figure it out and said he would
22 follow up with me later this week which is fine with us. I'll
23 follow back up with you soon."

24 Do you see that?

25 A. Yes.

1 Q. Did Mr. Balabanian ever tell you that you needed to go see
2 ethics counsel because Tom Girardi didn't pay the money?

3 A. No, he never said that.

4 Q. Mr. Balabanian knew at this point for sure and certainly
5 as early as June, and maybe July, that Mr. Girardi had failed
6 to follow a court order?

7 MR. WADE-SCOTT: Objection.

8 THE COURT: Well, let's see first if he knows the
9 answer, and then you'd have to explain why he would know that.

10 Do you know that?

11 THE WITNESS: Well, he would have known certainly by
12 this time that only half the funds had been sent to the
13 clients.

14 THE COURT: And why is that? Why would he have known
15 that? What's your basis for making that statement?

16 THE WITNESS: I believe there was the letter from
17 Mr. Lira prior to this, prior to this date advising of such.

18 THE COURT: All right.

19 BY MR. SABA:

20 Q. And it was your understanding --

21 MR. WADE-SCOTT: Objection.

22 THE COURT: What's the objection?

23 MR. WADE-SCOTT: I don't know what letter is being
24 referred to.

25 THE COURT: All right.

1 MR. WADE-SCOTT: It's hard to accept that. I can
2 show the letters he's referring to or Mr. Saba can.

3 THE COURT: What letter are you referring to, sir?

4 THE WITNESS: I believe there was a letter from
5 Mr. Lira that we looked at.

6 THE COURT: All right. Pull it up, please.

7 MR. SABA: Yeah. I believe it's Exhibit 116.

8 That's not it. Sorry.

9 MS. ROBIE: We got numbers on 116.

10 (Counsel conferring.)

11 MR. SABA: I know. We can't show 116. It got
12 numbers.

13 MS. MATTHAI: This letter appears a couple of times
14 in the exhibit, so I think we're referring to a July 6 letter
15 that is marked as 243.

16 MS. ROBIE: It's also 116. We just can't publish it.

17 THE COURT: 116 won't be put on the public view, but
18 you can put it on the screen otherwise.

19 MS. MATTHAI: It's got numbers.

20 MR. SABA: Hang on.

21 THE COURT: That's all right. It's not on the public
22 feed.

23 MR. SABA: We're losing focus. I can reset this,
24 Your Honor.

25 THE COURT: Go ahead.

1 BY MR. SABA:

2 Q. What did you understand the purpose of why Rafey
3 Balabanian wanted to speak with Tom Girardi in July of 2020?

4 A. To discuss the situation with the half payment of funds
5 for the clients and his firm's attorneys' fees.

6 THE COURT: And the question is how is it you believe
7 Mr. Balabanian didn't know -- or knew, rather, that only half
8 of the fees -- half of the proceeds had been paid to the
9 clients. You made reference to a letter. I don't see
10 anything about that in this July 6 letter, Exhibit 116.

11 THE WITNESS: I may have been mistaken that it was
12 from the letter.

13 MS. MATTHAI: Wait.

14 THE COURT: If there is such a letter, let's put it
15 up.

16 MR. SABA: I think it's -- so, Your Honor, I believe
17 it's Exhibit 117 which is Edelson's letter asking questions
18 about have the clients been paid. You discussed that with
19 Mr. Griffin already earlier?

20 THE COURT: I did. And where is it here -- it's a
21 long letter so you can point me to the --

22 MR. WADE-SCOTT: It's discussed at the bottom of 117.

23 MR. SABA: It's on page 002.

24 THE COURT: Okay.

25 MR. SABA: And it says here, "Keith Griffin, I asked

1 point blank, had Boeing funded the settlements and have our
2 clients been paid? Keith's response was" --

3 THE COURT: Where are you at on this page?

4 MR. SABA: The paragraph under the words "the issue
5 of whether our clients had been paid."

6 THE COURT: Okay.

7 MR. SABA: "Keith's response was that he didn't know
8 for certain since Tom handles the finances of Girardi & Keese
9 but that he believed to date the clients had been paid about
10 half of what they are owed."

11 THE COURT: All right. And this is a letter --

12 MR. SABA: From Edelson.

13 THE COURT: -- from Mr. Balabanian to Tom Girardi and
14 David Lira.

15 MR. SABA: Correct.

16 THE COURT: And it is this letter that you believe
17 shows that at least as of July 10, 2020, Mr. Balabanian had
18 been told that Boeing had funded the settlements and clients
19 had only received half the funds?

20 MR. SABA: Well, I can even do this more
21 specifically.

22 THE COURT: Go ahead.

23 BY MR. SABA:

24 Q. Mr. Griffin, did you speak with Rafey Balabanian on or
25 about June 30th?

1 A. Yes, I believe so.

2 Q. And during that conversation did you tell him --

3 THE COURT: No, don't lead him on that one. Ask him
4 what was said.

5 BY MR. SABA:

6 Q. What did you tell Mr. Balabanian?

7 A. I had told him that the funds had come in and Girardi had
8 made an initial distribution of half the funds.

9 THE COURT: What was Mr. Balabanian's response?

10 THE WITNESS: That he wanted to talk with Tom
11 Girardi.

12 THE COURT: Did he express shock, surprise,
13 bewilderment or just said he wanted to talk to Tom Girardi?

14 THE WITNESS: Oh, I think he was certainly shocked.
15 I don't recall what words he would have used though.

16 THE COURT: Well, given the text messages between
17 you, did he swear? Did he get upset?

18 THE WITNESS: Yeah, I would imagine that he did.

19 THE COURT: Well, that's not my question. Not
20 imagining. What do you recall? If you don't recall, you
21 don't. But what do you recall him saying in response to you
22 telling him that the funds had been paid by Boeing and only
23 half had gone to the clients?

24 THE WITNESS: I don't -- I don't recall the words
25 that he used, Your Honor.

1 THE COURT: Okay. All right.

2 Continue your questioning.

3 MR. SABA: Okay.

4 BY MR. SABA:

5 Q. So back on Exhibit 119-4, when Rafey Balabanian wrote the
6 text to you, "He said he promised to figure it out and said he
7 would follow back up with me later this week which is fine
8 with us," what did you understand that to mean?

9 A. That Mr. Balabanian had spoken with Mr. Girardi, that
10 Mr. Girardi had assured him that everything was being taken
11 care of and that Girardi would follow back up with him later
12 in the week.

13 Q. Whatever Mr. Balabanian was told by Mr. Girardi, it was
14 your impression, though, that Mr. Balabanian was willing to
15 wait some period of time?

16 MR. WADE-SCOTT: Objection.

17 THE COURT: Well, that's -- you're asking his
18 interpretation of what this text means.

19 Go ahead.

20 BY THE WITNESS:

21 A. That seemed to be the case, that he said that he was okay
22 with waiting to have Girardi follow back up with him later in
23 the week.

24 BY MR. SABA:

25 Q. So if you turn to the next page, please. There is a text

1 after, "okay, good, thanks, man," Mr. Balabanian writes to you
2 on July 24th.

3 Do you see that?

4 A. Yes.

5 Q. And what did you understand Mr. Balabanian was
6 communicating to you at this point?

7 A. Are you referring to the "hey, man" text?

8 Q. Yes.

9 A. It said that he had not heard back from Girardi yet.

10 Q. And how did you respond to Mr. Balabanian?

11 A. That I had handed him a note to call, to call you, to call
12 Rafey.

13 Q. And was that true? Did you give Mr. Girardi another note?

14 A. Yes.

15 Q. On July 26, Mr. Balabanian wrote you a text that says, "We
16 have to figure this out."

17 Do you see that?

18 A. Yes.

19 Q. And what did you do in response to the text by
20 Mr. Balabanian?

21 A. I had another conversation with Girardi, explained the
22 severity of the situation, and Girardi told me that he would
23 be calling Rafey the following day.

24 Q. And the next day you sent a text message to
25 Mr. Balabanian. What did you communicate?

1 A. I asked Mr. Balabanian if Girardi had called.

2 Q. And if you turn to the next text message page. I believe
3 it's page 119-7. Did Mr. Balabanian advise you that he had
4 spoke with Tom Girardi?

5 A. He did. He indicated that he had spoke with him. They
6 were going to speak again next Monday and that he thought he
7 should have the clients paid or ready to be paid by then.

8 Q. And that's what Mr. Balabanian communicated to you on
9 July 27th?

10 A. Yes.

11 MR. WADE-SCOTT: Objection.

12 BY MR. SABA:

13 Q. Were you not part of that telephone call?

14 A. I was not.

15 Q. You wrote back to Mr. Balabanian and told him, "I will
16 monitor." What were you trying to convey to Mr. Balabanian at
17 that point?

18 A. That I would keep Mr. Balabanian apprised as to whether or
19 not the clients had been paid.

20 Q. At this point in time, were you acting as a go-between
21 effectively between Mr. Balabanian and Mr. Girardi?

22 MR. WADE-SCOTT: Objection.

23 THE COURT: What's the objection?

24 MR. WADE-SCOTT: It's leading, Your Honor.

25 THE COURT: It's technically leading but not

1 problematic, if that's a ruling. So overruled. I can
2 recognize leading -- answers that are responsive to leading
3 questions and those that are not. I don't think this is
4 critical.

5 Go ahead.

6 BY THE WITNESS:

7 A. Yes, I was.

8 BY MR. SABA:

9 Q. On July 31, 2020, Mr. Balabanian sent you a text message.

10 Do you see that?

11 A. Yes.

12 Q. And you wrote, "It's Friday. I haven't heard anything
13 further from Tom. He said the clients will be paid by Monday,
14 August 2nd."

15 Do you see that?

16 A. Yes.

17 Q. Okay. And was that consistent with what Mr. Girardi was
18 also telling you, that the clients were going to be paid at
19 some point?

20 A. Yes, it was.

21 Q. And Mr. Balabanian writes, "Can you stay on him and maybe
22 we can touch base Sunday?" And you responded, "Sounds good."

23 Yes?

24 A. Yes.

25 Q. Turn to the next page, please. We're at Exhibit 119-08.

1 Mr. Balabanian writes to you on August 3rd, "It's
2 Monday."

3 What did you understand that text to mean?

4 A. That he was checking in because Girardi had promised him
5 that the clients were going to be paid.

6 Q. And you wrote, "I handed him a note with your number
7 again."

8 Do you see that?

9 A. Yes.

10 Q. If you could turn to Exhibit 139-1.

11 Is this the note that you handed to Tom Girardi?

12 A. Yes, it is.

13 Q. It says, "Just got a message from Rafey at Edelson. He
14 said you told him the clients would be paid in full today. He
15 said he needs to speak with you right away."

16 See that?

17 A. Yes.

18 Q. Did you actually speak with Mr. Girardi about this or what
19 happened at that moment?

20 A. No, I believe I left him this message.

21 Q. What does that mean?

22 A. That I delivered this memorandum to him. I don't recall
23 whether I actually spoke to him face to face.

24 Q. Okay. You wrote on 119-08, "He is here at the office,"
25 and then you gave a phone number. Was that the law firm's

1 phone number?

2 A. Yes.

3 Q. And why were you telling Mr. Balabanian he is here at the
4 office?

5 A. So that he could call him.

6 Q. You were educating Mr. Balabanian as to Mr. Girardi's
7 location?

8 A. Yeah. I was telling him he was at the office. He was --
9 there's the phone number. You can call him and speak with
10 him.

11 Q. Mr. Balabanian says, "So I tried him twice and just got
12 transferred to Shirleen and she sends me to her voicemail.
13 This is absurd and has run its course. If I don't hear from
14 him today, I'll have no choice but to move forward in court."

15 Do you see that?

16 A. Yes.

17 Q. And then you wrote, "Give him a couple of more days,
18 Rafey. I know he is working on this."

19 What did you know at that time when you wrote that
20 text?

21 A. Well, Girardi was telling me that he was going to have the
22 funds to pay the clients.

23 Q. And did Mr. Girardi at that time in August tell you where
24 the funds were coming from or what was going on?

25 A. He did not.

1 Q. Mr. Balabanian writes, "This has been going on for eight
2 months."

3 Now, by August, it really hadn't been eight months at
4 that point, correct?

5 A. No, it hadn't been going on for eight months, but...

6 Q. Been going on for roughly four months, yes? April, May,
7 June, July?

8 A. Yes.

9 THE COURT: Four and a half.

10 MR. SABA: Okay.

11 BY MR. SABA:

12 Q. If you could turn to the next page, which I believe is
13 119-09.

14 Mr. Balabanian on August --

15 THE COURT: Let me interrupt for a minute.

16 When he said -- when Mr. Balabanian said, "I have no
17 choice but to move forward in court," what did you understand
18 him to mean?

19 THE WITNESS: I understood him to mean that he was
20 going to sue Tom Girardi.

21 THE COURT: You didn't understand him to mean he was
22 going to come to the federal court that approved this
23 settlement to enforce the order that the monies be paid?

24 THE WITNESS: I don't think I understood that at the
25 time. At that point, I thought I understood him to mean that

1 he was -- he was going to take some legal action against Tom
2 Girardi.

3 THE COURT: All right.

4 Go ahead.

5 BY MR. SABA:

6 Q. In Exhibit 119-09, Mr. Balabanian wrote, "Can I get an
7 update" on August 12th.

8 Do you see that?

9 A. Yes.

10 Q. And then he asks you for Tom's cell number, and you
11 provided it to him, correct?

12 A. Yes.

13 Q. That is an accurate number?

14 A. Yes.

15 Q. You didn't stall or delay or give excuses; you gave
16 Mr. Girardi's cell phone number when requested?

17 A. Yes. Yes, I did.

18 Q. Mr. Balabanian says, "Called him twice and left him a
19 voicemail. What am I supposed to do at this point?"

20 Do you see that?

21 A. Yes.

22 Q. What did you write back?

23 A. I told Mr. Balabanian that I asked Girardi two times to
24 call him.

25 Q. And is that true?

1 A. Yes.

2 Q. And when you asked Mr. Girardi twice to call

3 Mr. Balabanian, what did Mr. Girardi tell you?

4 A. That he would call him.

5 Q. On August 13th, Mr. Balabanian writes, "He left a
6 voicemail. You and I should talk today." And you responded,
7 "Okay, I'll give you a call."

8 Do you see that?

9 A. Yes.

10 Q. Do you believe you had a conversation with Mr. Balabanian
11 on August 13th?

12 A. It's possible. I don't have a specific recollection of
13 it.

14 Q. Mr. Balabanian writes to you on August 24th. That would
15 be the next page on 119-10.

16 A. Yes.

17 Q. Says, "Yo, spoke to Tom."

18 Do you see that?

19 A. Yes.

20 Q. But this time Mr. Balabanian writes something different.
21 He writes, "More of the same except he gave me a heaping
22 helping of righteous indignation for me supposedly yelling at
23 him about this."

24 What did you understand that to mean?

25 A. Well, it seemed like that he had talked to Girardi about

1 the funding and the clients being paid. And Girardi yelled at
2 him in probably the same way that he had been yelling at me.

3 Q. Mr. Balabanian says, "I didn't do anything of the sort.
4 He's sick of me calling him and frankly I'm sick of it myself.
5 He said he would have everything wrapped up this week,
6 including payment of our portion of fees. I'm going to send
7 him and you an e-mail confirming. If he doesn't get it done,
8 I'm going to have to file something with the Court."

9 First, did you ever get an e-mail from Rafey
10 Balabanian confirming the conversation?

11 A. Did I get an e-mail from him?

12 Q. Yes. I believe he says, "I'm going to send you and him an
13 e-mail confirming." Did you ever get an e-mail?

14 A. I don't recall that.

15 Q. Now, Mr. Balabanian writes, "If he doesn't get it done,
16 I'm going to have to file something with the Court."

17 At this point, did you have an interpretation that it
18 meant something other than what you previously testified?

19 A. Yeah. This, to me, sounds more like he's going to raise
20 the issue with this Court.

21 Q. And how did you respond to Mr. Balabanian on August 24th?

22 A. I thanked him for the update and apologized to him for
23 being in this position.

24 Q. And what does that mean to you?

25 A. Well, I guess I felt like he was kind of in the same

1 position that I was as far as having to deal with Girardi and
2 continually ask him to make the payments.

3 Q. Would you say at this point in time that you and
4 Mr. Balabanian were working together to try and get
5 Mr. Girardi to pay the money?

6 A. I would say so, definitely.

7 Q. Do you feel like you and Mr. Balabanian were both trying
8 to find a way to get Mr. Girardi to pay the money?

9 A. Yes.

10 Q. You completely understood at that moment in time that not
11 paying clients is a bad thing?

12 A. Absolutely.

13 Q. It is something everybody knows is a disbarable event,
14 yes?

15 A. Yes, absolutely.

16 Q. And you were working with Mr. Balabanian to make sure that
17 the clients got paid?

18 A. Yes, I was.

19 THE COURT: Well, his suggestion you file
20 something -- that he would have to file something in court,
21 did that prompt you to consider coming to the Court and saying
22 that the instructions of giving the money to the clients had
23 not been fulfilled?

24 THE WITNESS: No, Your Honor, it didn't cause me to
25 think about coming to court. Certainly, in hindsight, you

1 know, I wish I had made different decisions; but, at that
2 point in time, I didn't and I thought that this was Girardi's
3 issue to handle.

4 THE COURT: Well, I know you said that earlier and
5 testified to that earlier, and I recall that testimony. But
6 now that you have a prompting or at least a suggestion from
7 co-counsel that he might have to go to court, it didn't prompt
8 you to believe that that's something you should do if he
9 didn't do it?

10 THE WITNESS: No. I mean, I guess I would have
11 relied on, you know, his being local counsel and knowing what
12 the appropriate route to take would have been. And if that's
13 what it was, then I'm sure that's -- that's what it was.

14 THE COURT: All right.

15 Go ahead.

16 BY MR. SABA:

17 Q. Okay. If you could please turn to 119-12.

18 On September 3rd, you advised Mr. Balabanian, "he," I
19 assume you mean Mr. Girardi, yes?

20 A. I'm sorry. Where are you at?

21 Q. 119-12.

22 A. Yes, sir.

23 Q. Okay. You wrote, "He sent a wire out this morning to them
24 for about half of their collective balance."

25 A. Yes.

1 Q. When you made that statement, did you mean Mr. Girardi had
2 paid the clients that other half settlement money that we
3 talked about earlier on September 3rd?

4 A. Yes.

5 Q. Okay. You wrote, "I think the clients are fine for now."

6 Why did you write that?

7 A. I believe that was based on some communication either by
8 phone or e-mail from George Hatcher.

9 Q. What do you recall about that telephone conversation?

10 A. I don't -- I don't recall much other than him indicating
11 that he thought the clients were fine for now, so I just
12 reported the exact same thing.

13 Q. On September 3rd, did you have a telephone conversation
14 with Rafey Balabanian or just this text message?

15 A. I believe just this text.

16 Q. If we turn to the next page, that would be 119-13, this is
17 Mr. Balabanian's response.

18 Do you see that?

19 A. Yes.

20 Q. And he writes, "Yeah, and is he going to send proof of
21 that? I mean, come on, Keith. He's been giving me the
22 runaround every time I talk to him. He hangs up on me" -- "he
23 hangs up on me the last time we talked and I'm supposed to be
24 satisfied that he paid the clients half of the balance due?
25 He owed them the money eight months ago. And what about my

1 firm's fees? He said those were getting paid alongside the
2 clients. What assurance do we have that we're getting the
3 approximate \$2.4 million we're owed? You have to understand
4 why I'm done with this at this point. He's leaving no choice
5 but to file a motion for an accounting. You should tell him
6 that."

7 What did you understand a motion for accounting is?

8 A. And I think that's why I said earlier that it was a civil
9 suit rather than what they ultimately ended up finding because
10 I remembered him asking for a motion for an accounting.
11 That's why I said that.

12 Q. Did you speak with Mr. Girardi after receiving this text
13 message from Mr. Balabanian?

14 A. I'm sure I did, but I don't specifically recall.

15 Q. Mr. Balabanian sends a text message to you on
16 September 16th, says, "Hi, Keith, hope you're well. Any
17 updates?"

18 If you turn to the next page on 119-014 -- I'm
19 missing a text. Sorry. 119-14, "Hey, Rafey, same to you.
20 I'll check in with him tomorrow."

21 Do you see that?

22 A. Yes.

23 Q. Okay. So Mr. Balabanian was wishing you well, yes?

24 A. Yes.

25 Q. And you wished him well back?

1 A. Yes.

2 Q. When you told Mr. Balabanian "I'll check in with him
3 tomorrow," what were you trying to convey?

4 A. That I would check in with Girardi the next day and report
5 back to Mr. Balabanian.

6 Q. And the next day you wrote a text to Mr. Balabanian and
7 said, "I'm on it. He wasn't well today so he didn't get back
8 to me."

9 What did you mean that Mr. Girardi wasn't well today?

10 A. Well, at some point during the year, he had had some eye
11 surgery, and it could have been around this time that he had
12 had that surgery. I'm not exactly sure.

13 Q. You then wrote, "He told our client liaison guy something
14 about Monday wire to the clients."

15 What did you know about that?

16 A. I believe that would have been something that George
17 Hatcher would have told me, that Hatcher had communicated with
18 Tom and indicated that there was going to be a Monday wire.

19 Q. So in addition to you and Mr. Balabanian trying to get
20 Mr. Girardi to pay, was it your understanding that Mr. Hatcher
21 was also trying to get Mr. Girardi to pay?

22 A. Yes, he was.

23 Q. Mr. Balabanian then writes back, "Were you able to speak
24 with him" on September 21st.

25 Do you see that?

1 A. Yes, I see that.

2 Q. Okay. And if we turn the page to 119-15. Whoops. Sorry.
3 Let's go to the next page. 119-16.

4 Mr. Balabanian writes, "Hey, man, I'm sorry to say
5 this, but we're out of time. I just spoke to Jay and he
6 flipped out at me that this isn't done. He wants to file
7 something with the Court this week. We should talk today or
8 tomorrow. Hopefully you can connect with Tom before then."
9 And also -- excuse me. "Also obviously getting the clients
10 paid has been our focus, but we've got to have something in
11 place guaranteeing our fees by a date certain. Let me know
12 if/when you want to talk."

13 And you responded, "Okay, I will let him know."

14 A. Yes.

15 Q. Did you communicate this message from Mr. Balabanian to
16 Tom Girardi?

17 A. I did.

18 Q. And what did Tom Girardi say in response?

19 A. I don't remember exactly, but it was most likely the same
20 story that he had told me before, that he was handling this,
21 he was taking care of it, he was the one speaking with Rafey
22 at this point. That would be my best recollection.

23 THE COURT: Did you ever tell Mr. Girardi that
24 Rafey -- or Mr. Balabanian had threatened at least in three
25 different texts to go to court, whether it was go to this

1 Court, whether it was go to some other court, but did you tell
2 him each time you had been told by Mr. Balabanian that there
3 was a threat that he may have to go to court?

4 THE WITNESS: I did.

5 THE COURT: Each time?

6 THE WITNESS: Well, I know I referred to it in at
7 least one of the memos that I wrote. I don't know if I did
8 each time.

9 THE COURT: Did you get any reaction from
10 Mr. Girardi?

11 THE WITNESS: None that I recall other than just
12 being frustrated with me.

13 THE COURT: All right.

14 Go ahead.

15 BY MR. SABA:

16 Q. What do you mean by being frustrated with you?

17 A. Well, he was tired of me hassling him about paying the
18 funds and paying the money. He basically told me to butt out
19 and he was handling it.

20 Q. Was he cavalier about the situation?

21 A. I don't recall him being overly concerned.

22 Q. Let's turn to the next page, 119-17.

23 You wrote to Mr. Balabanian, "I'll touch base with
24 you today. Nothing major new but just wanted to keep you up
25 to date."

1 Were you being -- were you doing your best to keep
2 Mr. Balabanian up to date on all progress of communications
3 with Tom Girardi?

4 A. Yes, I was.

5 Q. If you look down to the bottom on September 28th, you
6 wrote, "Tom said he was calling to update you today. Let me
7 know if he does."

8 Do you see that?

9 A. Yes, I see that.

10 Q. And then there's some exchanges about "Haven't heard from
11 him," and then you wrote to Mr. Balabanian, "Just asked him
12 again."

13 Did you speak with Mr. Girardi and tell him to call
14 Mr. Balabanian?

15 A. It's not up on the screen, but if I had -- if I had
16 written that to Rafey Balabanian, then yes, I would have
17 spoken to him.

18 Q. It looks like -- and we'll turn to the next page. It will
19 be 119-20. You wrote to Mr. Balabanian, "Did Tom call today?"

20 Do you see that?

21 A. Yes.

22 Q. And Mr. Balabanian responded -- there was a portion that's
23 blacked out, and that's because you and Mr. Balabanian were
24 talking about another case that you're working on together,
25 yes?

1 A. Correct.

2 Q. Okay.

3 MR. SABA: And so those portions have been blacked
4 out because the parties have agreed that they are not relevant
5 to this proceeding, just so the Court knows.

6 BY MR. SABA:

7 Q. Mr. Balabanian says, "Yes, we spoke. I didn't want to
8 give him shit, so we had a nice conversation and he sent me a
9 funny letter afterward."

10 What did you understand a "nice conversation" to
11 mean?

12 A. Well, I guess just not one where there was any yelling,
13 hanging up or storming off, that they had had a pleasant
14 conversation.

15 Q. And then Tom Girardi sent a funny letter afterward.
16 You've seen this letter?

17 A. I believe I have.

18 Q. It's Exhibit 271-1. You could blow that up a little,
19 please.

20 This is a letter dated September 30th to Rafey
21 Balabanian?

22 A. Yes.

23 Q. It says, "It was great talking to you. This will confirm
24 that I will be better than Miracle on 34th Street."

25 What does that mean to you?

1 A. Well, I think he was telling Mr. Balabanian that he was
2 going to be better than Santa Claus or something like that.

3 Q. Let's go back to Exhibit 119-20. Mr. Balabanian says, "He
4 sent me a funny letter afterwards which I'll forward. Hoping
5 he gets it done, and I've gotten Jay to chill a bit."

6 What did you understand when Mr. Balabanian was
7 telling you, "I've gotten Jay to chill a bit"?

8 MR. WADE-SCOTT: Objection. Relevance.

9 THE COURT: Overruled.

10 Go ahead.

11 BY THE WITNESS:

12 A. It seems to suggest that Mr. Edelson, who had earlier been
13 upset, was now less upset.

14 BY MR. SABA:

15 Q. And it didn't seem like the Edelson firm was going to run
16 to the Court any time soon?

17 A. That's my understanding.

18 Q. At any time did Rafey Balabanian suggest that there should
19 be a joint filing between you and him to this Court to tell
20 this Court that Mr. Girardi had not paid the fees?

21 A. No.

22 Q. At any time did Mr. Balabanian ever suggest to you that
23 you need to speak to ethics counsel or get counsel for your
24 own personal well-being?

25 A. No.

1 Q. To the best of your understanding, was Mr. Balabanian's
2 anger and frustration directed at Mr. Girardi, not at you?

3 A. Yes.

4 Q. Mr. Balabanian then writes, "The only thing I would ask is
5 that in the next week or so could you send me an e-mail or
6 letter just confirming the amount of fees that we stand to get
7 on the cases?"

8 Do you see that?

9 A. Yes.

10 Q. Was that -- what did you interpret that to mean?

11 A. I don't know if it's on this page here, but I recall
12 getting that text and sending Mr. Balabanian a breakdown of
13 the fees.

14 Q. They wanted to know how much money they were going to earn
15 from the Boeing Lion Air cases?

16 A. Yes.

17 Q. Okay. If you turn to the next page, 119-21,
18 Mr. Balabanian sends another text on October 2nd that says,
19 "Can you work on getting me a statement of how much we're owed
20 on Boeing?"

21 Do you see that?

22 A. Yes.

23 Q. Mr. Balabanian wasn't asking about the payment to the
24 Boeing clients at this point, correct?

25 A. That's correct.

1 Q. And you responded, "Yes, I'll work on it over the
2 weekend."

3 A. Yes.

4 Q. And he said "Great," correct?

5 A. Correct.

6 Q. All right. Let's go to the next page. Sorry. Not the
7 next page. It's actually 119. On October 6 -- I'm sorry.
8 There's a communication -- let's go to October 12th.

9 Now, at this point, by October 12th, you were
10 speaking with Mr. Balabanian about his firm's fees? If you
11 look at the top of the page, it says, "Got the fee memo."

12 A. Yes, I see that.

13 Q. Okay. And Mr. Balabanian asked, "One thing I'm sort of
14 confused about is how Lira's cases fit in."

15 Do you see that?

16 A. Yes.

17 Q. And then you responded, "Short story is that Lira took
18 those cases with him to his new firm."

19 A. Right.

20 Q. Do you see that?

21 A. Yes.

22 Q. "But he committed to paying Girardi Keese its fees and
23 Edelson its fees as the cases settled."

24 Do you see that?

25 A. Yes.

1 Q. So you and Mr. Balabanian in October, mid-October, are now
2 talking about the fees that are owed to his firm, not about
3 the plaintiffs, correct?

4 A. That's correct.

5 Q. On Election Day of 2020, did Erika Girardi file for
6 divorce against Tom Girardi?

7 A. I believe that's true.

8 Q. I would like you to take a look at the next page which is
9 119-26. Mr. Balabanian writes to you, "Hey, man, any update
10 on Lion Air? This divorce stuff is a little unsettling. I
11 also spoke to Lira the other day about the four cases he
12 settled. He says that he'd send half of what's owed to us on
13 those since you guys are getting and will owe the other half."

14 Did you understand what Mr. Lira was sending to
15 Edelson was the referral fee?

16 A. Yes.

17 Q. Or the split of attorneys' fees?

18 A. Correct.

19 Q. Okay. That's not client money, correct?

20 A. Correct.

21 Q. You wrote back, "Hey, bud, let me get you a status on
22 Friday. Some positive developments, but Girardi was having
23 eye surgery today, so need a couple of days to talk to him."

24 Do you see that?

25 A. Yes.

1 Q. Let's turn to the next page which is 119-27. And on
2 October -- I'm sorry -- looking at November 17th. You say,
3 "Hey, man, just an update. He's still at home. Haven't been
4 able to speak to him."

5 So you're updating Mr. Balabanian, correct?

6 A. Yes.

7 Q. Now, this is the time period on November 17th where you
8 said that you have now consulted an ethics attorney, yes?

9 A. That's correct. Yes.

10 Q. Now, you didn't tell Mr. Balabanian you consulted an
11 ethics attorney, correct?

12 A. That's correct.

13 Q. Why?

14 A. Well, I guess I thought it was private.

15 Q. You had told Mr. Balabanian that there were positive
16 developments, though?

17 A. Yeah, the positive developments that I think I was
18 referring to was that Girardi was having a meeting with
19 Hatcher and was setting like a date certain to make a payment.

20 Q. Okay. So if you look on 119-29, November 20, 2020, you
21 wrote, "Waiting for a report from a meeting Tom had this
22 morning with the client representative."

23 Were you a part of this meeting?

24 A. No.

25 Q. Were you invited to the meeting?

1 A. No.

2 Q. Did Tom tell you what happened after this meeting --
3 excuse me -- did Mr. Girardi tell you what happened after this
4 meeting?

5 A. No.

6 Q. Did you communicate with Mr. Hatcher about what happened
7 at this meeting?

8 A. Yes.

9 Q. And what did Mr. Hatcher tell you?

10 A. He told me that Tom had committed to paying the balance by
11 November 30th.

12 Q. Now, by November 20th, you had now heard multiple
13 deadlines come and go, correct?

14 A. Yes.

15 Q. So what did you tell yourself?

16 A. That if he did not make the payment that I was going to
17 resign from the firm.

18 Q. I would like you to turn to Exhibit 310.

19 This is a memorandum that you prepared to Tom
20 Girardi?

21 A. Yes.

22 MR. SABA: Oh, this has got money in it. Sorry. Can
23 we put it on private?

24 THE COURT: All right. Put it on private.

25 MS. ROBIE: Ryan, it's not up.

1 MR. SABA: Sorry.

2 BY MR. SABA:

3 Q. Do you see that?

4 MR. SABA: It's confidential.

5 THE COURT: Yeah, it's off the public screen; is that
6 correct, Emily?

7 THE CLERK: Yes.

8 THE COURT: The witness should be able to see it.

9 THE WITNESS: I do see it.

10 BY MR. SABA:

11 Q. This is a memorandum that you wrote to Tom Girardi?

12 A. Yes.

13 Q. And you advised Tom Girardi how much money they were owed?

14 A. Yes.

15 Q. And you also told him that he needed to pay interest?

16 A. Yes.

17 Q. And that the clients were demanding interest?

18 A. Yes.

19 Q. And how did you calculate that interest?

20 A. Oh, I think I calculated 10 percent interest on -- on the
21 balance over how long it had been.

22 Q. You then wrote, "If they do not receive their funds by
23 November 30th, they have indicated they are all filing bar
24 complaints and a criminal complaint with the DA's office.

25 This could not be more serious."

1 What were you trying to convey to Tom Girardi at this
2 point?

3 A. That he had to pay the money, that it had been months now
4 that he had been promising to do it, and this was it. You
5 know, he had to do it.

6 THE COURT: Could you have sent this letter in April
7 when the first -- after the money had been settled -- sent
8 over by Boeing and these people weren't getting paid?
9 Anything that prevented you from sending a note like this to
10 Mr. Girardi? This was as serious then as it was in November.
11 The only difference was six months or whatever number of
12 months of excuses from Girardi. Was there anything preventing
13 you from telling him this was serious, couldn't have been any
14 more serious?

15 THE WITNESS: No, there was nothing preventing me
16 from doing that, and I believe I did -- I had sent some memos
17 to him earlier on --

18 THE COURT: You had.

19 THE WITNESS: -- that said it was very serious.

20 THE COURT: All right.

21 Go ahead.

22 BY MR. SABA:

23 Q. Well, when you had oral discussions with Tom Girardi, did
24 you tell him how serious this situation was by not paying
25 clients and by violating a court order?

1 A. I said that from day one when he said he was going to only
2 pay them half.

3 Q. On -- I'm going to have you turn to the next page on
4 Exhibit 119. I believe it's 30.

5 On November 29th -- now, this is the Sunday in which
6 you testified earlier that you spoke with Mohamed about
7 referring the clients to a legal malpractice attorney. Okay?

8 A. Yes.

9 Q. You send a text message to Mr. Balabanian that says, "Hope
10 you had a good Thanksgiving. I'll call you tomorrow with an
11 update on Boeing case," correct?

12 A. Yes.

13 Q. Did you have a conversation with Rafey Balabanian and
14 Jay Edelson on November 30, 2020?

15 A. Yes.

16 Q. What did you tell them?

17 A. Well, I remember first Rafey called me and then patched in
18 Jay. And I told them both that I did not think, and it was
19 already November 30th, that Girardi was going to live up to
20 his promise. And so I had the day before spoken with Mohamed
21 Eltaher, or even that morning -- I don't recall if it was the
22 night before or earlier that morning -- about referring the
23 clients to a firm that could help them make claims and file a
24 lawsuit against Girardi Keese.

25 Q. And how did Mr. Edelson respond?

1 A. Well, I also indicated that, you know, I could -- was
2 happy to put Mr. Edelson in touch with Mr. Finnerty at the
3 firm with respect to his attorney fees. And he, you know, was
4 insulted somewhat that I had suggested that he needed help
5 collecting his fees and, you know, he was angry and shouting
6 at me, calling me a liar and, you know, told me there was a
7 nice portion in the lawsuit about me.

8 And then I said, "Listen, Jay, I'm not trying to have
9 a problem with you here. Why don't you at least speak with
10 Finnerty." And then I believe I sent him Finnerty's phone
11 number.

12 Q. Why did you select Mr. Finnerty as the lawyer to refer the
13 clients to?

14 A. Because he and his firm were representing another Girardi
15 client that hadn't been paid in suing Girardi Keese.

16 Q. And that was an issue that had come up in 2020?

17 A. Yes.

18 Q. And do you have an opinion as to whether Mr. Finnerty was
19 friendly with Tom Girardi at this time?

20 A. I do not believe they were friendly. Mr. Finnerty did not
21 leave on good terms.

22 Q. So Mr. Finnerty, in your opinion, had no problem suing Tom
23 Girardi?

24 A. Correct.

25 Q. And on November 30th, you wrote an e-mail to

1 Mr. Balabanian that says, "Just FYI, Finnerty said he called
2 you but it went to voicemail."

3 Did Mr. Finnerty communicate that to you?

4 A. Yes.

5 THE COURT: What did you know about the lawsuit that
6 Finnerty brought against Girardi Keese for a client not
7 getting paid?

8 THE WITNESS: I learned late in the year that -- late
9 in 2020 that Finnerty's firm, the Abir Cohen firm, was
10 representing a client that had a dispute with Girardi about
11 funds. I believe it was an issue with an investment issue
12 that Girardi had and underpaying on an investment. I'm not
13 familiar with the facts of that case.

14 THE COURT: You didn't learn of that until late 2020?

15 THE WITNESS: Correct.

16 THE COURT: You had no idea there was a lawsuit
17 brought by a client against Girardi Keese relating to some
18 dispute about not getting paid?

19 THE WITNESS: I don't believe I knew about that until
20 the fall of 2020.

21 THE COURT: All right.

22 Go ahead.

23 MR. SABA: Okay, Your Honor. I'm almost done. I
24 have some cleanup questions to do.

25 THE COURT: You want five minutes?

1 MR. SABA: No.

2 THE COURT: Go ahead.

3 MR. SABA: I would rather go.

4 THE COURT: Ask your questions.

5 MR. SABA: Okay.

6 BY MR. SABA:

7 Q. In the December 14, 2020, hearing, Jay Edelson said to
8 this Court that the Edelson firm did not have the authority to
9 reach out and communicate with Boeing about the settlements.

10 Did you ever tell anyone at the Edelson firm that
11 they could not communicate with Boeing?

12 A. No.

13 Q. Is that accurate at all, that Edelson did not have
14 authority to communicate with Boeing about the settlements?

15 A. That is not accurate.

16 Q. Did Ari Scharg ever communicate with Boeing to the best of
17 your knowledge?

18 A. He did so regularly.

19 Q. And what was Ari Scharg communicating with Boeing about?

20 A. He was communicating with them about the settlements, the
21 releases, the minors' compromises, that kind of thing.

22 Q. Switching to a different topic, did you ever prevent
23 Mr. Girardi from making -- issuing the wires to the clients?

24 A. No.

25 Q. Did you ever tell anybody at -- like Mr. Kamon, don't send

1 wires to these plaintiffs?

2 A. No. I did the opposite.

3 Q. On December 2, 2020, did the Edelson firm file a lawsuit
4 against you personally?

5 A. Yes, they did.

6 Q. And the Edelson lawsuit that is in Judge Kennelly's
7 courtroom in this building, that alleges that you are to pay
8 the Edelson firm attorneys' fees for the Lion Air cases; is
9 that correct?

10 A. Yes.

11 Q. And then we talked about your job earlier, but just so
12 we're clear on the record, were you ever an equity partner at
13 Girardi & Keese?

14 A. No.

15 Q. Were you ever listed on the website as a partner?

16 A. No.

17 Q. Did you ever attend any partnership meetings?

18 A. No.

19 Q. Did you ever have any control over the day-to-day finances
20 of the firm?

21 A. No.

22 Q. Did your business card ever identify you as a partner?

23 A. No.

24 Q. I would like you to turn to Exhibit 315, please.

25 315 is labeled Partnership Agreement, and the last

1 sentence of the first paragraph says, "The partners in this
2 agreement are as follows: Tom Girardi, solely, 100 percent.
3 And the partnership will be known as Girardi Keese."

4 Was it your understanding the entire time you worked
5 at Girardi & Keese that Tom Girardi owned 100 percent of
6 Girardi & Keese?

7 A. Yes.

8 Q. At any time did you ever have the knowledge that Tom
9 Girardi had the intent to steal the Lion Air money?

10 A. No.

11 MR. SABA: Your Honor, at this time, I would request
12 that we have an *in camera* or off the public view conversation
13 with Mr. Griffin. His part of the affirmative defense of
14 impossibility is the present inability to pay, and I would
15 like to present evidence to this Court of Mr. Griffin's net
16 worth.

17 THE COURT: He can present a -- something in writing
18 and put it under seal.

19 MR. SABA: Okay.

20 THE COURT: That's just as easy and I think probably
21 allows him to be more complete with it and allows you to
22 review it before it's filed, but I'm -- I would be satisfied
23 with that, under seal, but accessible by attorneys from all
24 three sides.

25 MR. SABA: Very good. I just want to make sure it

1 gets into the record for your consideration.

2 THE COURT: No, I was going to ask him myself, and I
3 realized the more efficient way to do it is have him prepare
4 something that is in writing or you submit something that he
5 affirms.

6 Okay. Any other questions?

7 MR. SABA: Last question.

8 THE COURT: Go ahead.

9 BY MR. SABA:

10 Q. Mr. Griffin, if you could say anything to the plaintiffs
11 of the clients of the ex-Girardi law firm, what would you say
12 to them now?

13 A. Well, I'm obviously angry, distraught, and disappointed
14 not only that they've had to endure the tragedy that they did
15 but to have it magnified by the way their case was handled.
16 I'm very sorry to them. And I'm, quite frankly, angry that
17 Mr. Girardi is not here to answer these questions and answer
18 for what he has done. That's what I would say.

19 MR. SABA: Thank you, Your Honor.

20 No further questions at this time.

21 THE COURT: Ms. Matthai, any questions?

22 MS. MATTHAI: I do not have any.

23 THE COURT: Any redirect?

24 MR. WADE-SCOTT: No, Your Honor.

25 THE COURT: Sir, you're excused. Thank you.

1 THE WITNESS: Thank you, Your Honor.

2 THE COURT: Okay. I would like to use time -- who
3 are you calling next?

4 MR. WADE-SCOTT: We'll call David Lira next.

5 THE COURT: Let's get started. I would like to use
6 the time efficiently. You came from California. So let's go
7 off the record.

8 (Off the record.)

9 THE COURT: Sir, please raise your right hand.

10 (Witness sworn.)

11 DAVID RICHARD LIRA, WITNESS, DULY SWORN,

12 DIRECT EXAMINATION

13 BY MR. TIEVSKY:

14 Q. If you could state your name for the record, sir.

15 A. Yes, David Richard Lira.

16 Q. You've been licensed to practice law in California since
17 June 1988?

18 A. That's correct.

19 Q. Have you worked -- did you work at Girardi Keese starting
20 in June 1988?

21 A. No.

22 Q. When did you start working at Girardi Keese?

23 A. January 1999.

24 Q. And were there any gaps in your employment at Girardi
25 Keese between then and when you left in June 2020?

1 A. No.

2 Q. When you left in June 2020, what was your position at
3 Girardi Keese?

4 A. I was an employee, trial lawyer.

5 Q. Did you have a title?

6 A. No.

7 Q. Were you a partner?

8 A. No.

9 Q. Have you ever represented to anyone that you were a
10 partner at Girardi Keese?

11 A. I have not.

12 Q. Have you ever represented to a bank that you are a partner
13 at Girardi Keese?

14 A. I remember signing a signature card with one of the banks
15 and it said a general partnership.

16 Q. I'm showing you what's been marked as Exhibit 150.

17 Do you recognize this document, Mr. Lira?

18 A. Yes, I do.

19 Q. And in the lower right-hand corner on 150-1, is that your
20 signature?

21 A. It is.

22 Q. Scrolling to the next page here --

23 MR. TIEVSKY: Sorry. This should be confidential if
24 it's not. I'm sorry. I thought the cameras were off.

25 THE COURT: We won't put this on the public feed

1 because it looks like personal information on there.

2 MR. TIEVSKY: There it is.

3 THE COURT: All right.

4 BY MR. TIEVSKY:

5 Q. In the upper left-hand corner there, that's your name,
6 correct?

7 A. Yes.

8 Q. And below that, the word "partner" is written; is that
9 correct?

10 A. That's correct.

11 Q. You saw this before you signed on the previous page?

12 A. I don't recall.

13 Q. Moving to page 150-4, you'll see a line there that says C.
14 That is your name, David R. Lira, followed by the word
15 "partner", correct?

16 A. Correct.

17 Q. And next to that is your signature, correct?

18 A. Correct.

19 Q. At the bottom of the page, you see your name, David R.
20 Lira, correct?

21 A. That's correct.

22 Q. And at the bottom of that page, there's your signature
23 again, correct?

24 A. Yes.

25 Q. You were also designated to take over at least part of the

1 firm's portfolio if Mr. Girardi couldn't run it anymore,
2 right?

3 A. If I could take over it? I'm sorry?

4 Q. At least part of the firm's portfolio of cases if
5 Mr. Girardi was unable to, correct?

6 A. Yeah, the cases that were secured as collateral by a
7 lender in the event Mr. Girardi didn't show up for work on
8 Monday, I was the person they were to contact to handle the
9 cases.

10 Q. So would you say that you were second in command at the
11 firm?

12 A. No, not at all.

13 Q. But you were the one lawyer designated to take everything
14 over at least as far as those case -- those secured cases were
15 concerned?

16 A. That's correct.

17 Q. Let's see. Turning now to the Lion Air cases we've been
18 discussing. You're a member of the bar of this court also,
19 correct, Mr. Lira?

20 A. I really don't know that. I got to be honest with you.

21 Q. You don't remember if you swore an oath as an attorney and
22 counselor of the bar of the United States District Court for
23 the Northern District of Illinois?

24 A. I know you showed a document to Mr. Griffin, and I have no
25 recollection of signing that document.

1 Q. That's not the document I'm talking about, Mr. Lira.

2 That's a state court document. I'm talking about whether
3 you're a member of the general bar of this court.

4 A. I think so.

5 Q. You think so, but you're not sure?

6 A. No.

7 Q. You don't remember joining the bar of this court in
8 October of 2019?

9 A. I'm not disputing that. I just don't have the document in
10 mind.

11 Q. You represented victims of the Lion Air Flight 610 crash,
12 correct?

13 A. That's correct.

14 Q. And you represented them in connection with their cases
15 before this Court, right?

16 A. That's correct.

17 Q. So you represented Ms. Anice Kasim?

18 A. True.

19 Q. Ms. Dian Daniaty?

20 A. Absolutely.

21 Q. Bias Ramadhan?

22 A. Yes.

23 Q. And Septiana Damayanti?

24 A. Yes, and others.

25 Q. And others, but focusing on those four for now.

1 A. Sure.

2 Q. You represented all four of those at the time they settled
3 their cases with Boeing, right?

4 A. Yes.

5 Q. So let's discuss the process of finalizing the
6 settlements. The settlement families, they had to sign
7 releases?

8 A. Among other things.

9 Q. And after those releases were signed, motions to approve
10 the settlement and dismiss the cases were filed here in this
11 Court, right?

12 A. That was part of a multifactor process, correct.

13 Q. But you understood for those four cases that orders needed
14 to be entered to approve the settlements, right?

15 A. Because minors were involved, yes.

16 Q. And you were aware of each of those orders around the time
17 it was entered?

18 A. I remember receiving notification from Mr. Scharg that
19 they had been approved, yes.

20 Q. Do you remember when?

21 A. My best recollection would have been around February, late
22 February of 2020.

23 Q. So by late February 2020, you were aware that the Court
24 had entered orders with respect to the distribution of the
25 settlement funds in those four cases?

1 A. That's correct.

2 THE COURT: And not to interrupt, but I am about to,
3 I didn't ask Mr. Griffin about Multi Rizki, Mr. Multi, nor did
4 I ask -- nor has it been asked here of this witness. I may
5 recall Mr. Griffin on that subject, but cover it in your
6 questions, or Ms. Matthai, in yours. If these attorneys had
7 no involvement in that, so be it. If they did, I would like
8 to know what the involvement is, and that can come up either
9 by the cross-examination or your direct examination when you
10 get to it likely tomorrow.

11 Similarly, with Mr. Griffin, if there's no
12 involvement, you could put him on and you can ask questions
13 about that. But no fault of anyone, but it didn't come up and
14 I do want to have it covered.

15 Go ahead.

16 BY MR. TIEVSKY:

17 Q. I will ask, you represented Mr. Multi also?

18 A. Yes.

19 Q. I'm showing you, once again, confidential Exhibit 109.

20 You see the bold amount there written on that page?

21 A. Yes.

22 Q. To your knowledge, at the time that you left Girardi
23 Keese, had this full amount been wired to Ms. Anice?

24 A. No.

25 Q. How did you know?

1 A. Through the various e-mails that I were copied on from
2 Mr. Griffin, Mr. Hatcher, it was apparent they had only been
3 wired half their money on or about May 12, 2020.

4 Q. And you knew that, the same thing for -- for Ms. Dian,
5 Ms. Septiana, and Mr. Bias, correct?

6 A. All four, that's correct.

7 Q. All four. You also knew that those four cases had been
8 fully funded by the end of March 2020, right?

9 A. No doubt.

10 Q. So in April 2020, you communicated directly with all four
11 of those clients, right?

12 A. I remember I was suddenly on a string of e-mails from the
13 clients in April, and then when I would get an inquiry
14 directly, I would respond.

15 Q. I'm showing you here Exhibit 131. This is an e-mail you
16 sent to Mr. Bias, Ms. Septiana, Ms. Dian, and Ms. Anice,
17 correct?

18 A. That's correct.

19 Q. What prompted you to send this e-mail?

20 THE COURT: This could be on the public feed.

21 BY THE WITNESS:

22 A. What prompted me? There was an inquiry from the client
23 that they hadn't received any of their monies, and I was
24 trying to answer their question.

25 BY MR. TIEVSKY:

1 Q. So reading this e-mail now, are there any statements in it
2 that aren't true?

3 A. No, it's correct.

4 Q. Sorry?

5 A. It's correct. You asked me if it's untrue?

6 Q. I'm asking you if there are any statements in this letter
7 that are not true?

8 THE COURT: By "letter," you're talking about the
9 April 18 --

10 MR. TIEVSKY: This e-mail, 131-1.

11 THE COURT: Okay.

12 BY THE WITNESS:

13 A. No, there's nothing in it that's not true.

14 Q. It's missing some information, though, isn't it?

15 A. What do you mean?

16 Q. Well, at the time you sent this e-mail, you knew that the
17 clients' funds had been sent from Boeing to Girardi Keese or
18 from Perkins Coie to Girardi Keese, right?

19 A. Yes, through the end of March.

20 Q. But you didn't mention that?

21 A. I didn't feel I needed to.

22 Q. Did you tell them at any point that Girardi Keese had
23 received their funds?

24 A. They had signed closing statements. They -- I -- they had
25 signed the release which required the funding of the

1 settlements within 30 days of delivery of those releases.

2 Q. Sure. But did you tell them it actually happened?

3 A. No. Did I say, "Hey, we actually have your money"? No.

4 But I'm implying that through that -- that note.

5 Q. Neither of these clients are native English speakers,

6 right?

7 A. No, that's why I had an interpreter liaison to communicate
8 for me.

9 Q. But this e-mail is in English?

10 A. Yeah, that's what's interesting. I think this is a
11 WhatsApp. A lot of them did speak English and didn't have a
12 problem. There were certain of the plaintiffs that lived in
13 remote islands that could not communicate in English or had
14 the technology. So that's when I used a liaison to
15 communicate with those individuals.

16 Q. Did you communicate with any of these four clients via
17 WhatsApp?

18 A. No.

19 Q. This is an e-mail, right?

20 A. It looks like it.

21 Q. When you sent this e-mail, you intended for the clients to
22 believe that their funds had not yet wired because of
23 pandemic-related delays, right?

24 A. Well, I made inquiries when I first received notice of an
25 inquiry, which was April 13th from Ms. Anice, and then that's

1 when I would communicate with Mr. Kamon, "Are the wires out
2 yet?" And I would get a response maybe a few days later after
3 an inquiry.

4 Q. When you say you made inquiries, what does that mean?

5 A. "Hey, has the wires been made?"

6 Q. Okay. But you didn't ask why they hadn't been when you
7 were told no presumably?

8 A. No, I asked them, "Have the wires gone out?" And no,
9 they're working on it.

10 Q. What is there to work on?

11 A. Well, I don't know. I made the inquiry, and that was the
12 response that I received.

13 Q. Moving down here to page 131-007. You see that this is an
14 e-mail starting at the top of what's visible right now,
15 starting with from Septiana on April 20, this is 1:09 a.m.,
16 this is an e-mail you received from Ms. Septiana, right?

17 A. Yes.

18 Q. You responded to this e-mail, right?

19 A. I think that's my response below. Oh.

20 Q. Right here above in the blue text is your response, right?

21 A. Yes.

22 Q. Your response says, "We are still under the government
23 mandate to stay at home. The governor has hinted at reopening
24 the economy by May 15th. We will endeavor to wire funds by
25 early May, if not sooner. I hope you and your families are

1 well. David."

2 A. Yes.

3 Q. What was your basis for saying, "We will endeavor to wire
4 funds by early May, if not sooner"?

5 A. That's what I was told by Mr. Kamon and confirmed by
6 Mr. Girardi.

7 Q. Did either of them offer a reason why early May would be
8 the time to wire the funds?

9 A. They did not.

10 Q. Do you know if other Girardi Keese clients were getting
11 paid at this time?

12 A. Yea, I believe so.

13 Q. So if other Girardi Keese clients were getting paid, why
14 would these monies be delayed?

15 A. I don't know the answer to that.

16 THE COURT: Were you getting paid by wire transfer?

17 THE WITNESS: Yes, a payroll service.

18 THE COURT: All right. And you understood that even
19 under a stay-at-home order, businesses were operating
20 electronically; is that correct?

21 THE WITNESS: Absolutely.

22 THE COURT: And were you working from home?

23 THE WITNESS: Yes, for the most part. I would go to
24 the office quite often for a couple of hours, grab things, and
25 go home.

1 THE COURT: All right. When did Mr. Kamon tell you
2 in response to -- as I understand the sequence, you got a
3 call -- you got an e-mail from a client asking where is the
4 money, in essence.

5 THE WITNESS: Yes.

6 THE COURT: And you answered that the -- about the
7 stay-at-home order, the pandemic, we'll wire funds in early
8 May, if not sooner. And that statement you say is based on
9 what Mr. Kamon and Mr. Girardi told you?

10 THE WITNESS: Yes.

11 THE COURT: All right. Were these face to face or
12 e-mail or phone?

13 THE WITNESS: It would be face to face with
14 Mr. Girardi, and I think with Mr. Kamon I would leave a
15 message and say "Call me." I don't remember him being at the
16 office at all --

17 THE COURT: Okay.

18 THE WITNESS: -- during the bulk of that time. And
19 then he would call me on his cell phone.

20 THE COURT: And what did Mr. Kamon tell you -- well,
21 give me the sequence of who talked to who and when.

22 THE WITNESS: Yeah. Sure. When I would -- started
23 to get these inquiries in late April, I would talk to Tom and
24 then I would call Chris. And the way it was always handled
25 was Chris would say, "The wires are ready to go. I'm just

1 waiting for Tom to give me the okay." And then I would say,
2 "When is that going to happen?" And then there's usually I
3 would have to follow up with Tom.

4 At some point I got the answer that they were going
5 to initiate these wires in early May. And that's what I
6 communicated to the clients.

7 THE COURT: Was that an answer given to you by
8 Mr. Girardi or by Mr. Kamon?

9 THE WITNESS: Mr. Kamon.

10 THE COURT: All right. What did Girardi tell you
11 when you told him clients are asking for their money?

12 THE WITNESS: He said, "I'm going to take care of
13 it."

14 THE COURT: All right. Did you find it odd that as
15 of -- the funds would be wired in early May when Boeing gave
16 you the funds when? When did you understand Boeing gave you
17 the funds?

18 THE WITNESS: March 4, 11, 27, and 30.

19 THE COURT: All right. So you've got a month and a
20 half between the time Boeing gave you the money and the time
21 that Girardi promised there would be payments to them.

22 You've been practicing how many years? 30?

23 THE WITNESS: 32 years.

24 THE COURT: All right. You understand that money
25 given to you by a defendant in a personal injury case needs to

1 be put in an escrow account.

2 THE WITNESS: In a trust account.

3 THE COURT: In a trust account or escrow account.

4 Did it seem odd to you there would be a delay in
5 paying money that was slotted to be paid to the plaintiffs in
6 this case?

7 THE WITNESS: Yeah, I didn't think there was a reason
8 to delay paying them, and the pandemic certainly was. That's
9 why I raised that with them.

10 THE COURT: Well, but by raising it, did you push
11 back on the response? The pandemic didn't have anything to do
12 with money being delayed a month and a half. Do you agree
13 with that?

14 THE WITNESS: Yeah, absolutely.

15 THE COURT: All right did you tell that to Girardi
16 and say, "What's up?"

17 THE WITNESS: Yeah, get them paid. It's funded. And
18 there's more cases and settlements coming in.

19 THE COURT: And when did he tell you that?

20 THE WITNESS: This would have been before my response
21 on April 23.

22 THE COURT: All right. Were you alarmed that there
23 had been a month-and-a-half lag between funding and even a
24 promise to pay?

25 THE WITNESS: I wouldn't use the word "alarmed."

1 There was a delay, but I was confident they would get the
2 wires out, and they told me they would.

3 THE COURT: Had this occurred in the past in your
4 experience at Girardi Keese where there had been delays
5 between the funding of a settlement or verdict and the payout
6 to the clients?

7 THE WITNESS: The only -- the only case I remember
8 where there was a delay, it was because there was an MSA
9 issue, a Medicare set-aside issue, and multiple Medi-Cal, and
10 the client wasn't happy enough with the speed of the delivery
11 of the settlement. That's the one case I remember out of
12 thousands.

13 THE COURT: So out of thousands, this is the only one
14 as far as you know where you had a delay of -- at this stage
15 of a month and a half?

16 THE WITNESS: As far as I'm aware, that's correct.

17 THE COURT: All right. And that didn't -- you heard
18 Mr. Griffin viewed you as someone at least as a more
19 experienced attorney.

20 THE WITNESS: Yes.

21 THE COURT: This was your father-in-law, correct?

22 THE WITNESS: Yes.

23 THE COURT: Did you push back and say "that's
24 ridiculous"?

25 THE WITNESS: I did push back. And as time went on,

1 it got very contentious.

2 THE COURT: Well, pushing back now before it's
3 contentious, for the first month and a half, did you push
4 back?

5 THE WITNESS: Yeah, I said they had to be paid and
6 all the wires are completed, the instructions, the
7 allocations. There was nothing to do other than authorize the
8 wire, and that's what I was waiting for.

9 THE COURT: All right. How frequently did you tell
10 him he needed to authorize the wire? Mr. Kamon apparently
11 said it's ready to go as soon as Tom Girardi says it can go.

12 THE WITNESS: I spoke with Tom directly at least five
13 to seven times.

14 THE COURT: By "directly," is that face to face or
15 over the phone?

16 THE WITNESS: Absolutely.

17 THE COURT: Face to face?

18 THE WITNESS: Yes.

19 THE COURT: And the response?

20 THE WITNESS: It depended on the conversation. The
21 first conversation I remember with Mr. Girardi, but I want to
22 put it into the proper context. This is when I received
23 notice they had been wired only half. I went down -- and also
24 when I learned that they were only wired half, then I saw the
25 letters where Tom is saying that there's a tax issue, where

1 I'm talking --

2 THE COURT: We'll get to those. I'm looking at your
3 answer to Septiana and on April 23rd saying you're under a
4 government mandate to stay home. We will endeavor to wire
5 funds by early May if not sooner.

6 What were your conversations with Girardi before that
7 e-mail was sent out?

8 THE WITNESS: I said Tom, the wires are ready to go.
9 Chris has acknowledged the wire instructions. Let's get them
10 out and finish these cases.

11 THE COURT: All right.

12 Continue with your questioning. Sorry to hijack it.

13 MR. TIEVSKY: No, that's fine, Your Honor. I'd like
14 to ask a question about one of the answers that Mr. Lira gave.

15 THE COURT: Go ahead.

16 BY MR. TIEVSKY:

17 Q. Mr. Lira, you mentioned that you were aware of one case in
18 which payment had been delayed. Which case was that?

19 A. That was -- and it's referenced in the e-mail from
20 Mr. Hatcher. It's the Blythe case.

21 Q. Yeah. Let's jump to that for a moment. I'm looking at
22 169-004 on the middle of the page here. Mr. Hatcher says,
23 "Reminds me of the letter in the Blythe case," right?

24 A. Yes.

25 Q. Now, the letter that he's saying -- he's reminded of, we

1 haven't seen yet, but the letter you've attached to the e-mail
2 is one that contains lies, right?

3 A. I don't remember seeing a letter that he's referencing.

4 Q. But you respond "Indeed."

5 A. No, I'm responding to, quote, "Bias reads this and Tom
6 won't know how to put out the fire." And I said "Indeed."

7 Q. So you have no idea what letter Mr. Hatcher is talking
8 about?

9 A. That's correct.

10 Q. You sent Mr. Hatcher a letter in which Tom Girardi tells
11 lies, right, a draft of a letter?

12 A. Yes.

13 Q. And you receive a communication back from Mr. Hatcher that
14 says it reminds him of a letter in another case, right?

15 A. Apparently.

16 Q. And you have never heard of the letter that he's referring
17 to?

18 A. That's correct. In that Blythe case, I was a
19 court-appointed lead attorney representing 55 passengers. Our
20 firm had about 12 of them. And I cannot remember or I don't
21 recall ever seeing a letter as referenced by Mr. Hatcher.

22 Q. One of your clients in that case was Cesar Castillo,
23 right?

24 A. Yes.

25 Q. When did Mr. Castillo get paid his settlement money?

1 A. I don't recall. I don't recall the year of the case.

2 Q. You don't recall the year of the case?

3 A. No, I don't.

4 Q. Would it surprise you if the settlement funds came in in
5 October 2019?

6 A. It was an allocation. It was a global settlement, and it
7 had to go through an allocation process. So I believe you if
8 you're representing the date of the settlement.

9 MR. TIEVSKY: So I'm about to show a document that it
10 does contain confidential information.

11 THE COURT: Okay.

12 BY MR. TIEVSKY:

13 Q. Showing you what's been marked as Exhibit 152. This is a
14 Torrey Pines Bank statement ending March 31, 2020, right? Is
15 that what that is?

16 A. Yes, it's a bank statement.

17 Q. And you know that Torrey Pines Bank is where Girardi Keese
18 had its client trust account?

19 A. At one time, yes.

20 Q. It's an IOLTA account?

21 A. Yes.

22 Q. And what's an IOLTA account?

23 A. Interest only lawyer trust account.

24 Q. And we'll get into the specifics of this account a little
25 bit later, but you were a signer on this account, right?

1 A. Yes, I was.

2 Q. Directing your attention to 152-010. We're going to look
3 at the bottom of the page here. You see check 125035 in the
4 bottom left?

5 A. Yes, I do.

6 Q. That's a check to Cesar Castillo from the Blythe bus crash
7 case, correct?

8 A. That's correct.

9 Q. The date on this check is 3/11/2020, right?

10 A. Yes.

11 Q. Did you sign this check?

12 A. Yes, I did.

13 Q. And so at the time you signed this check, did you know
14 when the money for the Blythe bus crash case had come in?

15 A. I don't recall as I sit here.

16 Q. But you said the delay in that case was fully justified?

17 A. No, I'm not suggesting that. There was a process because
18 of Medi-Cal liens and other issues pertaining to Mr. Castillo
19 that had to be dealt with.

20 Q. Did this check come from Mr. Castillo's own money?

21 A. Pardon me?

22 Q. Did this check come from -- as in the money that you sent
23 to Mr. Castillo, did it belong to Mr. Castillo?

24 A. I believe so, yes.

25 Q. We'll get back to that.

1 THE COURT: I think your question is was that money
2 from the actual payment by the defendants to the --

3 THE WITNESS: I assume so, yes.

4 THE COURT: All right.

5 BY MR. TIEVSKY:

6 Q. So turning back now to -- back now to Exhibit 1 -- let me
7 close the -- turning back now to Exhibit 131 which -- which
8 can be public.

9 The next two e-mails above your response in blue are
10 both from Septiana, right?

11 A. That's correct.

12 Q. Did you respond to either of these e-mails?

13 A. I don't recall.

14 Q. The next e-mail above that is also an e-mail from
15 Ms. Septiana, correct?

16 A. Yes.

17 Q. Do you recall receiving any -- this e-mail I'm showing
18 from Ms. Septiana here from May 8th at 131-005 to 006, are
19 either of two e-mails below that on 131-006?

20 A. And what's your question? I'm sorry.

21 Q. Do you recall receiving any of these three e-mails?

22 A. I'm not disputing I did not. I just don't recall them at
23 this time.

24 Q. You don't recall receiving this poem from Ms. Septiana?

25 A. I remember the poem.

1 Q. You remember the poem?

2 A. Yeah.

3 Q. Did you respond to the poem?

4 A. No.

5 Q. Moving up, there's another e-mail from Ms. Septiana dated
6 May 11, 2020, correct?

7 A. Yes.

8 Q. This e-mail says, "As like David said, the wire funds will
9 endeavor by early May and now in the second week of May, we
10 hope the funds can transfer no later than May 15th as like
11 mail from David."

12 Do you see that?

13 A. Yes.

14 Q. Did you respond to this e-mail?

15 A. Yes, I believe I told her or the other plaintiffs that the
16 wires have been made.

17 THE COURT: Where is that e-mail?

18 THE WITNESS: I think I saw it earlier today and in
19 my review from --

20 THE COURT: Oh, I see. This is -- you told her that
21 the wires had been made and that's when she notices it's half.

22 THE WITNESS: That's correct.

23 THE COURT: All right. When you sent the e-mail -- I
24 don't know if we have it in front of me. When you sent it
25 telling her the wires had been made, did you tell her she's

1 getting half?

2 THE WITNESS: No, I thought she was getting the full
3 amount.

4 THE COURT: Okay.

5 BY MR. TIEVSKY:

6 Q. Your testimony is that you thought she was getting the
7 full amount?

8 A. Absolutely.

9 Q. And you thought that on May 11, 2020?

10 A. Yes.

11 Q. Okay. I'm turning your attention to Exhibit 164. This is
12 an e-mail that you received from Keith Griffin on May 6, 2020,
13 correct?

14 A. That's correct.

15 Q. This e-mail says --

16 MR. WADE-SCOTT: This one should not be public.

17 MR. TIEVSKY: Excuse me. This one should not be
18 public.

19 Thank you, Eli.

20 BY MR. TIEVSKY:

21 Q. This e-mail said, "Tom told me we should wire 50 percent
22 of the client funds for the four cases in trust and advise
23 clients that the remaining 50 percent would be wired in 14
24 days."

25 You received this e-mail on May 6, 2020?

1 A. Yes.

2 Q. You read this e-mail?

3 A. I did.

4 Q. What basis did you have to believe that the full amount of
5 the funds would be sent to the clients?

6 A. I made an inquiry. I said, "You're only sending half?"

7 And then I left a message for Mr. Kamon, and the next response
8 I get was the client e-mailed that we only received half of
9 the monies.

10 Q. Let's step back to your inquiry. What do you mean when
11 you said you made an inquiry?

12 A. I said, "Chris, call me."

13 Q. Okay. So you called Chris. What day was that?

14 A. When I got this e-mail on May 6th, or when I responded. I
15 don't know when -- I made the inquiry and there was no
16 response to my inquiry, so that's when I placed the call.

17 Q. And when did Mr. Kamon call you back?

18 A. I don't remember.

19 Q. Okay.

20 A. I don't know if he did, but I remember receiving the
21 e-mail from a client around May 12th that they only received
22 one-half.

23 Q. Okay. So I'll ask you, you don't remember if Mr. Kamon
24 called you back?

25 A. Not as I sit here.

1 Q. So what basis did you have to believe that somehow the
2 plan had changed from half the money to all the money?

3 A. Well, I didn't know, and that's why I was making the
4 inquiry. "Please respond. Why are you only sending half
5 out?"

6 Q. But you testified a moment ago that you believed the full
7 amount was going out?

8 A. That was my belief and hope, yes.

9 Q. Hope is different than belief, Mr. Lira. I'm asking you
10 what basis did you have to believe, not hope, that all of the
11 money was getting wired on that day?

12 A. Because all the wire information was provided in the
13 closing statements. The monies had been funded. So it was my
14 expectation that they would be wired the full amount.

15 Q. I'm showing you what's been marked Exhibit 165. I am
16 going to show the confidential portions of this document.

17 You received this e-mail, correct?

18 A. Yes.

19 Q. On May 11, 2020?

20 A. I assume so. I don't recall it.

21 Q. And you received these attachments?

22 A. I -- I do not recall having received these attachments.

23 Q. Do you have any reason to believe you didn't receive this
24 e-mail?

25 A. I'm not disputing I was sent the e-mail. I just don't

1 recall ever reviewing these wire confirmations.

2 Q. But at this time you knew that there was some question as
3 to whether the clients would be paid the full amount?

4 A. Based on Keith Griffin's e-mail of May 6th, yes.

5 Q. And then you received an e-mail with a subject line
6 Lion Air Eko Sutanto/Anice, right?

7 A. Yeah, she's asking Keith to review and confirm.

8 Q. But even though the subject line was Lion Air and even
9 though you knew that there was some question as to whether the
10 clients would be paid their full funds, you didn't look at the
11 e-mail?

12 A. I don't recall seeing the wire confirmation information.

13 Q. Was it your general practice to open e-mails from
14 Ms. Rouillard relating to cases when you got them?

15 A. Yes.

16 Q. And generally would you also look at the attachments?

17 A. Oh, yes.

18 Q. Okay. So looking at the attachments to Ms. Rouillard's
19 e-mail, you see in the middle of the page here next to amount,
20 there's an amount of money, correct?

21 A. Right. It's half of what was due.

22 Q. Right. And there's a recipient name, Anice Kasim?

23 THE COURT: What page number is this?

24 MR. TIEVSKY: I'm sorry. I'm looking at 165-004.

25 THE COURT: Okay.

1 BY MR. TIEVSKY:

2 Q. That amount is half of what is due?

3 A. Yes.

4 Q. And you knew at the time you received that e-mail that
5 that was half?

6 A. No. Like I said, I don't remember receiving the wire
7 confirmation pages.

8 Q. I'm just asking if you knew at the time you received that
9 e-mail that looking at that amount that's written on that
10 page, that that amount is half of the money that was owed to
11 Ms. Anice?

12 A. Yes, I already said that.

13 THE COURT: Can you focus on that page again,
14 165-004?

15 MR. TIEVSKY: Of course.

16 THE COURT: Mr. Lira, what does it mean above the
17 amount that's sent on May 11th? There's a balance checking as
18 of May 11th? What do you understand that to mean?

19 THE WITNESS: That must be the balance as of that
20 time.

21 THE COURT: In the trust account?

22 THE WITNESS: Yes, the one identified.

23 THE COURT: For Lion Air?

24 THE WITNESS: You know, I don't know the answer to
25 that, Your Honor.

1 THE COURT: Is that -- it was a trust account. It
2 wasn't a merger of all different settlements you had. Was it
3 segregated by cases?

4 THE WITNESS: I don't know the answer to that.

5 THE COURT: Okay. Well, we'll get into it or maybe
6 we'll get an answer tomorrow, but that's a much -- well, that
7 amount isn't confidential. It's \$4.4 million in that account,
8 it looks like, and yet the client is only getting a half
9 payment of -- half payment.

10 Okay. Go ahead.

11 BY MR. TIEVSKY:

12 Q. Moving on to 165-006. At the time that you received this
13 e-mail, you also knew that the number printed next to the word
14 "amount" on this page was half of the amount owed to Mr. Bias?

15 A. That amount of money is half of what was due.

16 Q. Looking at page 165-008. At the time you received this
17 e-mail, you knew that the e-mail printed next to the word
18 "amount" was half the money owed to Ms. Dian?

19 A. Well, let me be clear. I'm on the e-mail. I don't recall
20 reviewing the wire confirmation sheets. But I agree that that
21 amount is one-half that is due to the client.

22 Q. And you also agree that generally speaking you reviewed
23 similar e-mails from Ms. Rouillard as they came to you?

24 A. No. Wire -- wires were very rare and rarely happened on
25 my cases.

1 Q. And then looking at 165-10, same thing. At the time you
2 received this e-mail and whether or not you read it, you would
3 have known that this amount is half of what was owed to
4 Ms. Septiana?

5 A. Yes.

6 Q. Let's see. Now, turning to Exhibit 129.

7 THE COURT: Will this be public?

8 MR. TIEVSKY: This exhibit can be public.

9 THE COURT: All right.

10 BY MR. TIEVSKY:

11 Q. This is an e-mail that you sent to Ms. Anice on May 12,
12 2020, correct?

13 A. Yes. That's what I was referring to when I say "your
14 money was wired."

15 THE COURT: Is this an e-mail or a text or some kind
16 of WeChat? What is this? It doesn't look like an e-mail.

17 THE WITNESS: I don't know. I think it's an e-mail
18 but a picture of an e-mail. I don't know.

19 THE COURT: All right.

20 THE WITNESS: It says "Mama." Actually I wrote
21 "ma'am" and it didn't autocorrect.

22 BY MR. TIEVSKY:

23 Q. Understood. Setting aside that typo, the following text
24 is "Money was wired to your account today," correct?

25 A. Yes.

1 Q. It does not say "the money," does it?

2 A. The what money?

3 Q. It does not say, "The money was wired to the account
4 today"?

5 A. No, it says, "Money was wired to your account today."

6 Q. And at this time you had already received an e-mail
7 evidencing that half of the money had been wired?

8 A. That was Mr. -- the May 6 memo of which I did not get my
9 answer.

10 THE COURT: When you sent this, did you know only
11 half had been spent?

12 THE WITNESS: No, I was just told wires went out
13 today and I wanted to get an answer to her right away.

14 THE COURT: So your testimony is that when this was
15 sent out on May 12, 2020 to one of the clients, you believed
16 that the entirety of the settlement had been wired to her?

17 THE WITNESS: Yes.

18 MS. MATTHAI: Your Honor, may I interject for a
19 moment?

20 THE COURT: Yes.

21 MS. MATTHAI: I believe that these are screenshots
22 that somebody has taken with a phone of their e-mails.

23 THE COURT: Okay.

24 MS. MATTHAI: And the important thing about that is
25 that I'm not certain about the date in the sense that it has

1 been my experience -- I'm not an expert, but it has been my
2 experience that the date shown on an e-mail is the date on the
3 computer of the person who is printing or taking a picture of
4 it. And if you've got a time zone issue, then you can have --
5 in other words, if it's May 12th and this is actually taken
6 from a computer in Indonesia, then I believe it may be
7 May 11th here in the United States. I'm not certain, but I
8 think we need to watch for time zone issues on e-mails here
9 because you can have a different time and, in this case, a
10 different date because of the question of which computer is it
11 taken off of.

12 THE COURT: All right. Well, with that, we're going
13 to call it a night, and what I'm going to suggest is that
14 counsel for Edelson and counsel for Mr. Lira talk about this
15 subject and hopefully you can come back with an agreement on
16 what this is and what times are correct.

17 MR. TIEVSKY: Ms. Matthai is correct. There may be a
18 time zone issue.

19 THE COURT: Why don't you talk that over and we'll
20 pick up here tomorrow where you left off.

21 MR. TIEVSKY: I have -- it's not a question for
22 Mr. Lira. I have one more thing I need to say on the record
23 before we close today.

24 THE COURT: Go ahead.

25 MR. TIEVSKY: I wanted to let the Court know that

1 Mr. Griffin is also a member of the Illinois bar. And given
2 the statements we said today, I do think I have a -- sorry,
3 not the Illinois bar, excuse me -- a member of the bar of this
4 court, and I do think that I have an obligation as a member of
5 the Illinois bar to report him. Can I consider this to be my
6 report?

7 THE COURT: No.

8 MR. TIEVSKY: Okay. Then I think I need to --

9 THE COURT: Because I'm not going to take on any
10 responsibility --

11 MR. TIEVSKY: Understood.

12 THE COURT: -- for reporting it to a bar association.
13 Talk to --

14 MR. TIEVSKY: I'm sorry. It's the bar of the United
15 States District Court for the Northern District of Illinois.

16 THE COURT: Oh, I see. I see. I thought you meant
17 the Illinois bar.

18 MR. TIEVSKY: I'm sorry. I misspoke. That's on me.

19 THE COURT: Raise it with me tomorrow.

20 MR. TIEVSKY: Okay.

21 THE COURT: We'll deal with it tomorrow. And talk to
22 his lawyer because I think there's some question about his
23 membership of the bar of this court.

24 MR. SABA: Your Honor, that brings up a good point
25 because --

1 THE COURT: Stand in front of the mic, please.

2 MR. SABA: As you know, Your Honor, we have hired an
3 expert witness on the issue of professional responsibility,
4 and I did that out of an abundance of caution because I don't
5 know if this Court wants us to bring evidence and testimony
6 about who has *Himmel* obligations and who doesn't.

7 As this Court knows, the local rules of this Court
8 say that out-of-state attorneys only have to follow the laws
9 of the state in which the lawyer's principal office is
10 located.

11 And so what we have are competing Rules of
12 Professional Conduct. Mr. Griffin is in California and
13 Edelson is Illinois. And I don't know if this is an area you
14 even want to go down because I don't know exactly what the
15 standard is, and this is one of my issues. If you think this
16 is an issue you want to have evidence on, I would need to
17 bring my expert tomorrow. If not, I can not bring an expert.

18 THE COURT: Is this Mr. Clinton?

19 MR. SABA: Yes.

20 THE COURT: I actually know him. He was at
21 Mayer Brown for a period of time when I was there. We're not
22 friends or personal friends. I just know of him because I
23 think he was at Mayer Brown for a short period at least when I
24 was there.

25 I don't view the -- I'm not sure we need to deal with

1 that tomorrow.

2 MR. SABA: Okay.

3 THE COURT: If we have to, maybe we can do it by Zoom
4 or some other mechanism to do it where I've now heard the key
5 witnesses -- or will have heard once I hear the rest of
6 Mr. Lira's testimony and hear from the folks from the Edelson
7 firm. I'll have heard all the witnesses that are important
8 for me.

9 If Mr. Clinton has something that you think ought to
10 be put on the record, we possibly can do it by Zoom if we
11 don't have time tomorrow. But I don't think you need to bring
12 him in tomorrow. That deals with reporting obligation if they
13 become -- if a lawyer becomes aware of misconduct.

14 I've read your -- I know Ms. Matthai does a lot of
15 that work in California. I think you do, too. But it's not
16 something I think we need to deal with necessarily tomorrow.
17 If you're going to ask questions about it, so be it, but I'm
18 not going to need to hear from Mr. Clinton tomorrow.

19 MR. SABA: Very well.

20 THE COURT: I don't think we have time for him, quite
21 frankly.

22 MR. TIEVSKY: And I'm not -- I just wanted to make
23 sure I didn't hear tomorrow that I had not fulfilled my
24 obligation.

25 THE COURT: No, you're fine. Remind me by the close

1 of business tomorrow --

2 MR. TIEVSKY: I will do that.

3 THE COURT: -- of that issue.

4 I would appreciate a binder of the two defense
5 witnesses -- hard copy of defense witness exhibits. If you
6 need an extra copy made, ask the Edelson firm to help you.
7 They'll bill you, but they're local, and you shouldn't be
8 going off to a -- some type of fast copy service overnight.
9 They're a full service firm here, and they can do that and
10 they'll simply bill you for it.

11 MR. SABA: Thank you.

12 THE COURT: All right. Anything else we need to put
13 on the record tonight, first from the Edelson firm?

14 MR. TIEVSKY: Nothing from us, Your Honor.

15 THE COURT: On behalf of Mr. Griffin?

16 MR. SABA: Not tonight, Your Honor.

17 THE COURT: And Mr. Lira?

18 MS. MATTHAI: No, Your Honor.

19 THE COURT: Thank you. We are off the record. We
20 can cut any feed on this.

21 (Proceedings adjourned until 9:00 a.m., 12/9/21.)

CERTIFICATE

23 I certify that the foregoing is a correct transcript from
the record of proceedings in the above-entitled matter.

24 /s/Kelly M. Fitzgerald

December 11, 2021

25 Kelly M. Fitzgerald
Official Court Reporter

Date _____